



metroplan orlando

*A REGIONAL TRANSPORTATION PARTNERSHIP*

# **TRANSPORTATION DISADVANTAGED LOCAL COORDINATING BOARD AGENDA**

**August 9, 2018 @ 10:00 a.m.**

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**ORANGE/ OSCEOLA/ SEMINOLE COUNTIES JOINT TRANSPORTATION  
DISADVANTAGED LOCAL COORDINATING BOARD**

**DATE:** Thursday, August 9, 2018  
**TIME:** 10:00 a.m.  
**LOCATION:** David L. Grovdahl Board Room  
250 S. Orange Avenue, Suite 200  
Orlando, Florida 32801



**Wireless access available**  
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## **AGENDA**

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**Commissioner Lee Constantine, Chairman, Presiding**

- I. CALL TO ORDER – Commissioner Constantine**
- II. PLEDGE OF ALLEGIANCE**
- III. INTRODUCTIONS**
- IV. CONFIRMATION OF QUORUM – Ms. Lisa Smith**
- V. PUBLIC COMMENTS ON ACTION ITEMS**  
Comments from the public will be heard pertaining to Action Items on the agenda for this meeting. People wishing to speak must complete a “Speakers Introduction Card” at the reception desk. Each speaker is limited to two minutes.
- VI. AGENDA REVIEW & ANNOUNCEMENTS– Ms. Virginia Whittington**
- VII. QUALITY ASSURANCE TASK FORCE (QATF) Report**  
  
Ms. Marilyn Baldwin, Chair of the QATF, will provide a report from the July 24, 2018 QATF meeting.

## **VIII. AGENDA ITEMS**

### **A. Approval of minutes of previous meeting minutes (June 7, 2018)**

**TAB 1**

The minutes of the June 7, 2018 Transportation Disadvantaged Local Coordinating Board meeting are included at Tab 1 for approval.

### **B. Acknowledgement of Orange, Osceola and Seminole FY 2018-19 TD Local TD Program Administrative Support Agreement**

**TAB 2**

Through proviso language in the Florida Commission for the Transportation Disadvantaged's (Commission) Fiscal Year 2018-19 Budget, the Legislature placed all funds for the Designated Office Planning Agencies (DOPAs) and Rural Capital Assistance Grants, as well as county voluntary dollars, into the Commission's Trip and Equipment Grants. In order to keep the funds, tasks, and match requirements associated with CTCs separate from the funds, tasks, and match requirements related to the DOPAs, the Commission created a new grant called the Local Program Administrative Support Grant requiring agreements between the community transportation coordinator (LYNX) and the planning agency (MetroPlan Orlando). The funds in the Local Program Administrative Support Grant can only be used by the community transportation coordinator to pay the planning agency. A copy of the executed agreement is provided at Tab 2.

### **C. Acknowledgement of the CTC's Intent to Submit an Application for a 2019 Trip & Equipment Grant**

**TAB 3**

Each year, the Florida Commission for the Transportation Disadvantaged (CTD) awards Trip and Equipment Grants to Community Transportation Coordinators (CTC) to provide TD trips within their service area or purchase capital equipment. Transportation Disadvantaged Trip and Equipment Grant provides funding for TD transportation services provided by LYNX' Mobility Services Division. The grant amount for FY2019 is \$5,455,343 which includes a 10% local match. The LYNX Board approved submission of the grant application at their July 26<sup>th</sup> LYNX Board meeting. A copy of the resolution is at Tab 3.

## **IX. PRESENTATIONS & STATUS REPORTS**

### **A. Mobility Management Services Update**

Ms. Tomika Monterville, LYNX, will provide an update on ACCESS LYNX Mobility Management Services, including responses to questions regarding the use of Taxis and TNCs that arose at the June 7, 2018 LCB meeting.

### **B. LYNX Autonomous Vehicle Initiative**

Mr. Doug Jamison, LYNX, will present on the Federal Transportation Strategic Transit Automation Research (STAR) program, the development of the LYNX Automated Vehicle Initiative, and some of the issues that require further research and investigation during the development of automated vehicle demonstrations and deployments.

### **C. Equity & Transportation**

Ms. Cynthia Lambert, MetroPlan Orlando staff, will discuss the difference between equity and equality, and how equity issues can be addressed in the transportation industry.

#### **D. Request for Input on 2019 Legislative Priorities**

Ms. Virginia Whittington, MetroPlan Orlando, will seek guidance from the LCB on any potential legislative priorities to be recommended to the MetroPlan Orlando board for the 2019 legislative session.

### **X. GENERAL INFORMATION**

**TAB 4**

#### **A. LYNX/Community Transportation Coordinator (CTC) Update**

Report on current and ongoing operations.

#### **B. Planning Grant Update**

A copy of the 4<sup>th</sup> Quarter planning grant update is provided for use and information. Quarterly progress reports, as outlined in the planning grant agreement, are provided as they are completed.

#### **C. Report of Operator Payments**

The Operators Payments Report is a requirement of the Local Coordinating Board and Planning Agency Operating Guidelines to ensure that operator payments are addressed as a standard agenda item. An attachment of the report is included.

#### **D. American's with Disabilities Act 28th Anniversary**

MetroPlan Orlando recently supported the 28<sup>th</sup> Anniversary of the American's with Disability Act. Twenty-eight years ago, the Americans with Disabilities Act (ADA) was signed into law on July 26, 1990 by President George H.W. Bush. The civil rights legislation showed a national commitment to eliminate discrimination against people with disabilities and to increase inclusion in all aspects of community life, including employment.

#### **E. Blind Americans Equality Day**

In 1964, Congress passed a resolution allowing former President Lyndon Johnson to proclaim October 15 to be "White Cane Safety Day". Besides serving as a national observance in the United States, it enables us to celebrate the achievements of people who are blind or visually impaired and the important symbol of blindness and a tool of independence, the white cane. In 2011, "White Cane Safety Day" was named "Blind Americans Equality Day" by President Barack Obama. A resolution declaring October 15, 2018 as "Blind Americans Equality Day" will be presented to the MetroPlan Orlando Board at the September 12<sup>th</sup> meeting for their approval. A copy of the draft resolution is provided for information.

### **XI. UPCOMING MEETINGS AND EVENTS OF INTEREST**

- Save the Date – Farewell Reception for Mr. Harry Barley – August 23, 2018; 2:00-4:00 p.m.
- MetroPlan Orlando Board meeting – September 12 at 9:00 a.m.
- 26th Annual Transportation Disadvantaged Best Practices & Training Workshop/EXPO; October 14th - October 17th, 2018; Daytona Beach (*Commission Business Meeting to be held at 9 AM on Monday, October 15th at same location*)
- Quality Assurance Task Force – October 23 at 10:00 a.m. (Tentative)
- Transportation for the Disadvantaged Legislative Awareness Day (Tallahassee) March 20, 2019

**XII. MEMBER COMMENTS**

**XIII. PUBLIC COMMENTS (GENERAL)**

**XIV. ADJOURNMENT – Next meeting: November 15, 2018 – Annual Public Meeting (NOTE: *This meeting will be held off site.*)**

In accordance with the Americans with Disabilities Act (ADA), if any person with a disability as defined by the ADA needs special accommodations to participate in this proceeding, he or she should contact Ms. Lisa Smith, MetroPlan Orlando, 250 South Orange Avenue, Suite 200, Orlando, Florida, 32801 or by telephone at (407) 481-5672 x307 at least three business days prior to the event.

Persons who require translation services, which are provided at no cost, should contact MetroPlan Orlando at (407) 481.5672 x307 or by email at [lsmith@metroplanorlando.org](mailto:lsmith@metroplanorlando.org) at least three business days prior to the event.

As required by Section 286.0105, Florida Statutes, MetroPlan Orlando hereby notifies all interested parties that if a person decides to appeal any decision made by MetroPlan Orlando with respect to any matter considered at such meeting or hearing, he or she may need to ensure that a verbatim record is made to include the testimony and evidence upon which the appeal is to be based.

**TAB 1**





ORANGE/ OSCEOLA/ SEMINOLE COUNTIES JOINT TRANSPORTATION  
DISADVANTAGED LOCAL COORDINATING BOARD

DATE: Thursday, June 7, 2018

TIME: 1:30 p.m.

LOCATION: MetroPlan Orlando Board Room  
250 S. Orange Avenue, Suite 200  
Orlando, Florida 32801

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Commissioner Lee Constantine, Presiding

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**Members in attendance were:**

Commissioner Lee Constantine, Seminole County, **Chairman**  
Mayor Jose Alvarez, Osceola County, **Vice-Chairman**  
Commissioner Pete Clarke, Orange County  
Dr. Linda Levine-Silverman, Elderly  
Ms. Marilyn Baldwin, Disabled  
Mr. Robert Melia, Citizen Advocate, System User  
Ms. Jane Tkach, Citizen Advocate  
Mr. Adam Zubritsky, Public Education  
Mr. Wayne Olson, Dept. of Education & Vocational Rehabilitation  
Ms. Evelyn Diaz, Medical Community  
Ms. Alnita Whitt, Veterans  
Mr. Wilfredo Raices, State Coordinating Council of Early Childhood  
Ms. Jo Santiago, FDOT District 5  
Ms. Sharon Jennings, Agency for Persons with Disabilities  
Mr. Randall Hunt, Senior Resource Alliance  
Ms. Dianne Arnold, Economically Disadvantaged  
Mr. Chris York, For-Profit Operator  
Ms. Crystal Ford for Mr. Tom Daniels, Orange County EMS (*non-voting*)  
Mr. Doug Robinson, Manager of Strategic Planning, LYNX (*non-voting*)

**Members not in attendance were:**

Ms. Tamyika Young, AHCA/Medicaid

**Others in attendance were:**

Ms. Virginia Whittington, MetroPlan Orlando

Ms. Lisa Smith, MetroPlan Orlando

Mr. Edward Johnson, LYNX

Mr. Thomas Stringer, LYNX

Ms. Tomika Monterville, LYNX

Ms. Nannette Stephens, LYNX

Mr. Bill Hearndon, ACCESS LYNX

A complete list of other attendees may be obtained upon request.

**I. CALL TO ORDER**

Chairman Constantine called the meeting to order at 1:30 p.m.

**II. PLEDGE OF ALLEGIANCE**

Chairman Constantine led attendees in the Pledge of Allegiance.

**III. CONFIRMATION OF A QUORUM**

Ms. Lisa Smith confirmed that a quorum was present.

**IV. AGENDA REVIEW AND ANNOUNCEMENTS**

Ms. Whittington thanked TDLCB members for rearranging their schedules to accommodate today's meeting. She called attention to the items in the supplemental folders. She explained that the rate calculation sheet was modified for item VII.B., and the numbers reflected on the modified version is what staff is requesting to be approved at today's meeting.

She asked TDLCB members for feedback with regard to receipt of agenda packets. Ms. Whittington stated that historically it has been an internal practice of MetroPlan Orlando to provide TDLCB member packets two weeks prior to the date of the meeting. She explained that there is no requirement from the TD commission that it be two weeks, and sought guidance from members in this regard. Ms. Tkach commented that depending on the material to be reviewed there could be flexibility. Ms. Baldwin stated that due to her visual impairment and her needing assistance to read the material, two weeks is her preference. Consensus of the TDLCB members was to continue with the practice of receiving their packets two weeks before the meeting date.



## **V. PUBLIC COMMENTS ON ACTION ITEMS**

There were no public comments on any of the action items.

## **VI. Quality Assurance Task Force (QATF) Report**

Ms. Baldwin reported that the QATF met on April 24<sup>th</sup> and conducted a review of the Draft 2018-2023 Transportation Disadvantaged Service Plan. She stated that there are some recommended edits and revisions to the document, including modifications to the performance measures. Ms. Baldwin noted that the document that was sent out with the LCB packets appears to be a little different, and requested that staff highlight some of those differences during the presentation. She commented that the Rate Calculation Worksheet was not reviewed at the meeting due to the numbers not being finalized by LYNX's finance department. The QATF did recommend approval of LYNX's request to Convert 25% of the TDTE Grant to Capital, but that request has since been by LYNX. Ms. Baldwin mentioned that the date of the next QATF meeting is July 24<sup>th</sup>, contingent upon sufficient agenda items.

## **VII. CONSENT AGENDA**

### **A. Approval of minutes of previous meeting**

The minutes of the February 15, 2018 Transportation Disadvantaged Local Coordinating Board meeting were provided for approval.

**MOTION:** Mayor Alvarez moved to approve the February 15, 2018 meeting minutes. Ms. Alnita Whitt seconded the motion, which passed unanimously.

## **VIII. ACTION ITEMS**

### **A. Approval of the Transportation Disadvantaged Service Plan (TDSP) Update**

Mr. Bill Hearndon, LYNX, presented the 2018-2023 Transportation Disadvantaged Service Plan. The TDSP is a tactical plan jointly developed by the Planning Agency and the Community Transportation Coordinator that contains development, service, and quality assurance components. The TDLCB reviews and approves the TDSP, and it is submitted to the Commission for the Transportation Disadvantaged for final action. The Quality Assurance Task Force reviewed the preliminary draft at their April 24, 2018 meeting and there were some recommended edits and revisions to the document. That also included modifications to the performance measures. Mr. Hearndon provided a detailed review of those changes and modifications with a red-lined version of the document.

Ms. Santiago brought to the attention of the TDLCB members that there are differing opinions within FDOT on how the use of Transportation Network Companies (TNC) (i.e.: Uber, Lyft, etc.) are currently being handled. Ms. Santiago provided an overview of Florida Administrative Rule 1490 that dictates equipment and operational safety standards for bus transit systems. She stated that there are certain aspects of Uber and Lyft that they are unable to verify such as driver backgrounds and vehicle checks that are of concern.

**MOTION:** Mayor Alvarez moved to approve the update of the 2018-2023 Transportation Disadvantaged Service Plan (TDSP). Commissioner Clarke seconded the motion, which passed unanimously. Note: This approval includes the rates as reflected in the addendum dated June 7, 2018 which was taken up next on the agenda.

**B. Approval of the FY 2018-2019 Rate Calculation Worksheet**

Mr. Bill Hearndon, explained that each year, the Florida Commission for the Transportation Disadvantaged (CTD) reviews and approves prices charged by transportation operators for rides purchased in the Coordinated Transportation System. The rate approval process begins with completion of the rate model spreadsheet. The information put into the spreadsheet considers past, current, and projected costs and revenues associated with the area's transportation services. He said that the rate model spreadsheet is updated each year to adjust for continuously changing factors related to capital equipment and replacement; local, state and federal subsidies that offset the cost of services; service demand changes; expenses that experience large changes, such as fuel; and anticipated or actual profits or losses.

Mr. Hearndon explained that the rates are significantly higher than previous grant contracts. The previously prepared numbers did not back-out all subsidies and caused rate to be artificially lowered and the numbers also did not reflect that MV Transportation had to raise driver wages from \$10/hour to \$13/hour in order to attract and retain drivers. This resulted in a 33% increase. ACCESS LYNX entered into a new contract with MV Transportation effective December 1, 2017 causing a slight increase in budget. LYNX also took in MV Transportation call center staff causing an increase in wages and benefits. Mr. Hearndon noted that there was a slight increase in TD grant funding from \$4.7 million this year to \$4.9 million next year.

Ms. Baldwin expressed concern that these increases may result in fare increases. She said that if there is a potential rate increase, she would like for QATF to have an opportunity to review prior to the rates going into effect. Ms. Baldwin stated that with this rate increase, it is her hope that riders will continue to receive quality services and improved transportation services. Mr. Hearndon stated that he is not aware of any increase to rider fares. He said that if such a plan for a fare increase were to evolve, there would be extensive public outreach.

The following is ACCESS LYNX's TD rates per trip for FY 2018-2019. At the request of the CTD, these rates do not include ADA expenses.

<b>ACCESS LYNX TD RATES</b>		
Type of Trip	FY 2017-18 Rates	FY 2018-19 Rates (Amended)
Ambulatory	\$20.20	\$32.15
Wheelchair	\$34.62	\$55.12

**MOTION:** Mayor Alvarez moved to approve the FY 2018-2019 Rate Calculation Worksheet. Ms. Whitt seconded the motion, which passed unanimously. Note: This includes the rates as reflected in the addendum dated June 7, 2018, and in the Transportation Disadvantaged Service Plan.

**IX. PRESENTATIONS AND STATUS REPORTS**

None.

**X. GENERAL INFORMATION**

**A. Planning Grant Update Report**

Quarterly progress reports of transportation disadvantaged planning accomplishments and planning contract deliverables as outlined in the planning grant agreement were provided for informational purposes.

**B. LYNX/Community Transportation Coordinator (CTC) Update**

Mr. Bill Hearndon reported on current and ongoing operations. For the first quarter of 2018, he reported the following statistics:

- ACCESS LYNX reported just under 150,000 trips (January: 48,000, February: 47,000, and March: 52,000)
- Average weekday trips for the quarter system wide: 1,958
- Average Saturday trips for the quarter system wide: 1,121
- Average Sunday trips for the quarter system wide: 607
- 46% of those were subscription trips (i.e.: trips that are automatically generated by the system for dialysis patients Monday through Friday between the hours of 8 am through 12 noon)
- The remaining 54% of the trips were from reservations
- Average on-time performance for the quarter was 93% (up from 88% in the last contract)
- Average call hold time: January 6m 12s, February 4m 23s, and March 5m 59s
- Average call hold time for the quarter: 5m 53s
- Currently there are 14,697 customers in the data base; of that number 1,085 are able to use taxi service and of the 1,085, 62 are able to use Lyft. The customers that have been identified to use Lyft must have the LYNX PawPass prepayment phone app so that their fares can be debited

Mr. Hearndon provided an update of the recent Florida Department of Transportation review of ACCESS LYNX and MV Transportation. He said that the review contained a mix of favorable and negative comments. He reviewed some of the reviewer feedback. The review also identified some customers that were eligible to use the NeighborLink services. A mail-out has since been sent to those customers in the NeighborLink service areas. In addition a mail-out has also been sent to those customers identified as eligible for the Lyft service. Mr. Hearndon said that on June 11<sup>th</sup> and 12<sup>th</sup>, the Florida Commission for the Transportation Disadvantaged will be conducting its review of ACCESS LYNX and MV

Transportation. Additionally, at the request of the TD Commission, a survey will be mailed out to both the taxi and TNC program customers to gather feedback on the effects of the funds received from the Mobility Enhancement Grant.

Mr. Hearndon stated that ACCESS LYNX has begun process mapping with its Director of Development and Training in order to compare ACCESS LYNX to their peers around the state and the country. He said that they continue to document those practices and update their procedures for future staff training and development. In addition, ACCESS LYNX is in the process of updating its eligibility application to reflect that they are no longer a part of the Medicaid program, and make the application easier for customers to complete. Additionally, ACCESS LYNX is in the process of identifying areas on the [www.golynx.com](http://www.golynx.com) website that applies to the ACCESS LYNX program for easier customer navigation. Mr. Hearndon commented that ACCESS LYNX has received the 2018/2019 TD and Mobility Grants; however, the grants have not yet been executed. He mentioned that they will soon begin process of data collection for the annual operating report which will come forward to the TDLCB in November.

Ms. Baldwin asked that when looking at putting riders in a TNC vehicle what factors are considered, and is there an option for the rider to opt-out of the taxi program? She encouraged staff to look at cognitive abilities before a determination is made on a choice of transportation. Mr. Hearndon responded that both the rider's abilities and disabilities are taken into consideration, and that the client does have the ability to opt-in or opt-out of the program. In addition some other factors that are taken into consideration are the age of the rider; does the rider need assistance from the door to the vehicle; the rider's origin and destination of the trip; the origin of the service area if the rider is on the outskirts of the service area; and time of day they are traveling. He said that language could be added to the application alerting clients of the ability to opt-in or opt-out.

Ms. Baldwin alerted TDLCB members of some additional concerns that have been brought to her by members in the Central Florida Chapter of the National Federation of the Blind. She said that it has been brought to her attention that when taxi rides are being cancelled through ACCESS LYNX customer service, ACCESS LYNX in turn is not notifying the taxi companies and they show up in spite of advanced cancellation. She said that her members have expressed the need for more efficient coordination of trips, the length of time on spent on vehicles, and the need to alert clients of the type of vehicles that they will be riding in. Mr. Hearndon stated that the concerns brought forward by Ms. Baldwin will be looked into, but every effort is made whether by telephone call from the taxi service or text alert from customer service of the vehicle type. Chairman Constantine asked that Mr. Hearndon report back on those concerns raised by Ms. Baldwin at the August 9<sup>th</sup> TDLCB meeting.

### **C. Report of Operator Payments**

The Operators Payments Report is a requirement of the Local Coordinating Board and Planning Agency Operating Guidelines to ensure that operator payments are addressed as a standard agenda item. An attachment of the report was provided for informational purposes.

**XI. UPCOMING MEETINGS AND EVENTS OF INTEREST**

- MetroPlan Orlando Board meeting – June 13, 2018 at 9:00 a.m.
- Quality Assurance Task Force – July 24, 2017 at 10:00 a.m. (TENT)

**XII. MEMBER COMMENTS**

None

**XIII. PUBLIC COMMENTS (GENERAL)**

None.

**XIV. ADJOURNMENT – Next meeting: August 9, 2018**

There being no further business the meeting adjourned at 2:30 p.m.

Respectfully transcribed and submitted by Ms. Lisa Smith.

Approved this 9<sup>th</sup> day of August 2018.

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Commissioner Lee Constantine  
Chairperson

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Lisa Smith  
Board Services Coordinator

*As required by Section 286.0105, Florida Statutes, MetroPlan Orlando hereby notifies all interested parties that if a person decides to appeal any decision made by MetroPlan Orlando with respect to any matter considered at such meeting or hearing, he or she may need to ensure that a verbatim record is made to include the testimony and evidence upon which the appeal is to be based.*

**TAB 2**

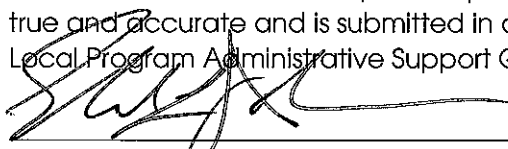




# Transportation Disadvantaged Local Program Administrative Support Grant Application Form

<b>Legal Name</b>	Central Florida Regional Transportation Authority, dba LYNX		
<b>Federal Employer Identification Number</b>			
<b>Registered Address</b>	455 N. Garland Avenue		
<b>City and State</b>	Orlando, FL	<b>Zip Code</b>	32801
<b>Contact Person for this Grant</b>	Selita Stubbs	<b>Phone Number</b> Format: 111-111-1111	407-254-6039
<b>E-Mail Address [Required]</b>	sstubbs@golynx.com		
<b>Project Location [County(ies)]</b>	Orange, Osceola, Seminole Counties	<b>Proposed Project Start Date</b>	07-01-2018
<b>Budget Allocation</b>			
Grant Amount Requested			101,881.00
<b>Total Project Amount</b>			\$ 0.00

I, the authorized Grant Recipient Representative, hereby certify that the information contained in this form is true and accurate and is submitted in accordance with the 2018-19 Grant Manual and Application for the Local Program Administrative Support Grant.

  
Signature of Grant Recipient Representative

Name: EDWARD JOHNSON

Title: Chief Executive Officer

17 July 18  
Date

## **Local Transportation Disadvantaged Program Administrative Support Agreement**

This Agreement, effective as of July 1, 2018, (the "Effective Date"), by and between the **Central Florida Regional Transportation Authority dba LYNX**, the Commission for the Transportation Disadvantaged Community Transportation Coordinator (hereinafter "Coordinator") and **MetroPlan Orlando**, the Commission for the Transportation Disadvantaged Designated Official Planning Agency for Orange Seminole and Osceola Counties (hereinafter "Planning Agency").

WHEREAS, the Planning Agency has the authority to enter into this agreement and to undertake the Project hereinafter described, and the Coordinator has been granted the authority to carry out responsibility of the Commission for the Transportation Disadvantaged (CTD) which includes local program administrative support functions and other responsibility identified in Chapter 427, Florida Statutes, or rules therefore;

NOW, THEREFORE, in consideration of the mutual covenant, promises and representations herein, the parties agree as follows:

### **Purpose of Agreement**

This Agreement is to provide financial assistance to accomplish local program administrative support duties and responsibilities as required by the Commission for the Transportation Disadvantaged Local Program Administrative Assistance Grant, and as further described in Exhibit(s) A and B attached and incorporated into this Agreement ("Project"), and, to state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed.

### **Terms**

The term of this Agreement shall be for a period of one (1) year, effective July 1, 2018, through June 30, 2019. Expiration of this Agreement will be considered termination of the Project. Any work performed after the expiration date of this Agreement will not be compensated for by the Coordinator.

### **Amendments and Extensions**

This Agreement may be amended upon mutual written agreement of the both parties. This Agreement shall not be extended or renewed.

### **Assignments**

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the Coordinator.

### **Termination or Suspension of Project**

The Coordinator may, by written notice to the Planning Agency, suspend any and all of the Coordinator's obligations under this Agreement for the Planning Agency's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Coordinator will provide written notice outlining the particulars of such suspension.

The Coordinator may terminate this Agreement at any time before the date of completion if the Planning Agency is dissolved or if state funds cease to be available. In addition, the Coordinator or the Planning



Agency may terminate this Agreement if either party fails to comply with the conditions of the Agreement. The Coordinator or the Planning Agency shall give written notice to all parties at least ninety (90) days prior to the effective date of termination and specify the effective date of termination.

If this Agreement is terminated before performance is completed, the Planning Agency shall be paid only for eligible tasks and deliverables satisfactorily performed during the effective Project period.

### **Remedies and Disputes**

This Agreement shall not be considered as specifying the exclusive remedy for any dispute, but all remedies existing at law and in equity may be availed of by either party.

### **Project Costs**

The estimated total cost of the Project is **\$101,881.00**. This amount is based upon the budget summarized in Exhibit B attached to this Agreement. Project funds may only be used by the Planning Agency to undertake local Transportation Disadvantaged program administrative support activities as further described in this Agreement. This is a lump sum – percent complete grant to accomplish the tasks identified in the Agreement. It is not subject to adjustment due to the actual cost experience of the Planning Agency in the performance of the Agreement. The amount paid is based on the weighted value of the tasks and deliverables listed in Exhibits A and B that have been accomplished for the invoiced period. Prior to payment, the tasks performed and deliverables are subject to review and acceptance by the Commission for the Transportation Disadvantaged. The criteria for acceptance of completed tasks and deliverables are based on the most recent regulations, guidelines or directives related to the particular task and deliverable.

### **Compensation and Payment**

The Coordinator shall pay the Planning Agency for the satisfactory performance of each task as outlined in Exhibit A on a quarterly basis. The amount of compensation for each completed task/deliverable is further described on Exhibit B, attached to this Agreement.

The Planning Agency shall submit invoices on a quarterly basis. Invoices and deliverables shall be submitted to:

**Central Florida Regional Transportation Authority / LYNX  
Deputy Director Mobility Services  
2500 LYNX Lane, Suite B-235  
Orlando, Florida 32804**

When the Coordinator receives from a state agency any payment for contractual services, commodities, supplies, or construction contracts, except those construction contracts subject to the provisions of chapter 339, the contractor shall pay such moneys received to each subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the Coordinator receives less than full payment, then the Coordinator shall be required to disburse only the funds received on a pro rata basis with the contractor, subcontractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the Coordinator without reasonable cause fails to make payments required by this section to subcontractors and suppliers within 7 working days after the receipt by the Coordinator of full or partial payment, the Coordinator shall pay to the subcontractors and suppliers a penalty in the amount of one-half of 1 percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision

of this subsection may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved party or the Department of Legal Affairs when it provides legal assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or vendors in proceedings brought against contractors under the provisions of this section.

### **Inspections**

The Planning Agency shall permit, and shall require its contractors to permit, the Coordinator's authorized representatives to inspect all work, materials, deliverables, records; and to audit the books, records and accounts pertaining to the financing and development of the Project at all reasonable times including upon completion of the Project, and without notice.

### **Project Records, Documentation and Records Retention**

The Planning Agency shall provide and maintain sufficient detailed documentation for each deliverable to allow an audit trail to ensure that the tasks accomplished or deliverables completed in acceptable form to the Coordinator were those which were promised. Such documentation and records should be maintained for five years from the ending date of the Agreement unless extended by the Coordinator.

The Coordinator reserves the right to unilaterally cancel this Agreement for failure by the Planning Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

### **Non-discrimination of Persons With Disabilities**

The Planning Agency and any of its contractors or their sub-contractors shall not discriminate against anyone on the basis of a disability (physical, mental or emotional impairment). The Planning Agency agrees that no funds shall be used to rent, lease or barter any real property that is not accessible to persons with disabilities nor shall any meeting be held in any facility unless the facility is accessible to persons with disabilities. The Planning Agency shall also assure compliance with The Americans with Disabilities Act, as it may be amended from time to time.

### **Lobbying Prohibition**

No Planning Agency may use any funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. No Planning Agency may employ any person or organization with funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The "purpose of lobbying" includes, but is not limited to, salaries, travel expenses and per diem, the cost for publication and distribution of each publication used in lobbying; other printing; media; advertising, including production costs; postage; entertainment; telephone; and association dues. The provisions of this paragraph supplement the provisions of Section 11.062, Florida Statutes, which is incorporated by reference into this Agreement.

### **Public Entity Crimes**

No Planning Agency shall accept any bid from, award any contract to, or transact any business with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133, Florida Statutes. The Planning Agency may not allow such a person or affiliate to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Planning Agency. If the Planning Agency was transacting business with a person at the time of the commission of a public entity crime which resulted in that person being placed on the convicted vendor list, the Planning Agency may also not accept any bid from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control

as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

### **Homeland Security**

Planning Agency shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of 1) all new persons employed by the Planning Agency during the term of the grant agreement to perform employment duties within Florida; and 2) all new persons, including subcontractors, assigned by the Planning Agency to perform work pursuant to the contract with the Coordinator.

The Coordinator shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement. Refer to the U.S. Department of Homeland Security's website at [www.dhs.gov](http://www.dhs.gov) to learn more about E-Verify.

### **Coordinator Not Obligated to Third Parties**

The Coordinator shall not be obligated or liable hereunder to any party other than the Planning Agency.

### **How Contract Affected by Provisions Being Held Invalid**

If any provision of this Agreement is held invalid, the provision shall be severable and the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

### **Venue**

This agreement shall be governed by and construed in accordance with the law of the State of Florida. In the event of a conflict between any portion of the Agreement and the Florida law, the laws of Florida shall prevail. The Planning Agency agrees to waive forum and venue and that the Coordinator shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties executed this agreement effective as of July 1, 2018, though not necessarily executed on the Effective Date.

**Planning Agency:**

BY: Harold W. Barley  
Harold W. Barley

TITLE: Executive Director

**Community Transportation Coordinator**

BY: Edward L. Johnson  
Edward L. Johnson

TITLE: Executive Director

## **EXHIBIT A**

### **PROJECT DESCRIPTION AND RESPONSIBILITIES**

This exhibit forms an integral part of the Agreement, between Central Florida Regional Transportation Authority dba LYNX, the Community Transportation Coordinator and MetroPlan Orlando, the Planning Agency.

**I. PROJECT LOCATION:**     ORANGE, OSCEOLA AND SEMINOLE County(ies)

**II. PROJECT DESCRIPTION:** This project provides for the accomplishment of the local program administrative support duties and responsibilities as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code. The Coordinator shall accomplish such duties and responsibilities through an agreement with the Commission for the Transportation Disadvantaged's approved Designated Official Planning Agency for its respective service area. The project period will begin on the date of this agreement and will end on June 30, 2019. Specific required tasks are as follows:

**TASK 1:** **Weighted value = 17%**  
Jointly develop and annually update the Transportation Disadvantaged Service Plan (TDSP) with the community transportation coordinator (CTC) and the Local Coordinating Board (LCB).

**Deliverable:** Complete initial TDSP or annual updates. Must be approved by the LCB no later than June 30<sup>th</sup> of the current grant cycle.

**TASK 2:** **Weighted value = 48%**  
Organize and provide staff support and related resources for at least four (4) LCB meetings per year, holding one meeting during each quarter. Exceptions to reschedule meeting(s) outside of a quarter due to the imminent threat of a natural disaster may be granted by the Commission for the Transportation Disadvantaged.

Provide staff support for committees of the LCB.

Provide program orientation and training for newly appointed LCB members.

Provide public notice of LCB meetings in accordance with the most recent LCB and Planning Agency Operating Guidelines.

LCB meetings will be held in accordance with the CTD's most recent LCB and Planning Agency Operating Guidelines and will include at least the following:

1. Agendas for LCB meetings. Agenda should include action items, informational items and an opportunity for public comment.
2. Official minutes of LCB meetings and committee meetings (regardless of a quorum). A copy will be submitted along with the quarterly report. Minutes will at least be in the form of a brief summary of basic points, discussions, decisions, and recommendations. Records of all meetings shall be kept for at least five years.

3. A current full and active membership of voting and non-voting members to the LCB. Any time there is a change in the membership, provide a current membership roster and mailing list of LCB members.
4. A report of the LCB membership's attendance at the LCB meeting held during this grant period. This would not include committee meetings.

**Deliverable:** LCB Meeting agendas; minutes; membership roster; attendance report; training notification.

**TASK 3:**

**Weighted value = 5%**

Provide at least one public workshop annually by each LCB, and assist the CTD, as requested, in co-sponsoring public workshops. This public workshop must be held separately from the LCB meeting. It may, however, be held on the same day as the scheduled LCB meeting. It could be held immediately following or prior to the LCB meeting.

**Deliverable:** Public workshop agenda and minutes of related workshop only. The agenda and minutes must be separate documents and cannot be included in the LCB meeting agenda and minutes, if held on the same day. Minutes may reflect "no comments received" if none were made.

**TASK 4:**

**Weighted value = 5%**

Develop and annually update by-laws for LCB approval.

**Deliverable:** Copy of LCB approved by-laws with date of update noted on cover page and signature of LCB Chair or designee.

**TASK 5:**

**Weighted value = 5%**

Develop, annually update, and implement LCB grievance procedures in accordance with the CTD's most recent LCB and Planning Agency Operating Guidelines. Procedures shall include a step within the local complaint and/or grievance procedure that advises a dissatisfied person about the CTD's Ombudsman Program.

**Deliverable:** Copy of LCB approved Grievance Procedures with date of update noted on cover page.

**TASK 6:**

**Weighted value = 5%**

Review and comment on the Annual Operating Report (AOR) for submittal to the LCB, and forward comments/concerns to the CTD.

**Deliverable:** Cover Page of AOR, signed by CTC representative and LCB Chair.

**TASK 7:**

**Weighted value = 5%**

Research and complete the Actual Expenditures Report (AER) for direct federal and local government transportation funds to the CTD no later than September 15th. Complete the AER, using the CTD approved form.

**Deliverable:** Completed AER in accordance with the most recent CTD's AER instructions.

**TASK 8:****Weighted value = 5%**

Complete quarterly progress reports addressing local program administrative support accomplishments for the local transportation disadvantaged program as well as grant deliverables; including but not limited to, consultant contracts, special studies, and marketing efforts.

**Deliverable:** Complete Quarterly Progress Reports submitted with invoices. Quarterly Report must be signed by Planning Agency representative. Electronic signatures are acceptable.

**TASK 9:****Weighted value = 5%**

Planning Agency staff shall attend at least one CTD sponsored training, including but not limited to, the CTD's regional meetings or annual training workshop.

**Deliverable:** Documentation related to attendance at such event(s); including but not limited to sign in sheets.

**EXHIBIT B  
PROJECT BUDGET**

This exhibit forms an integral part of the Agreement, between Central Florida Regional Transportation Authority dba LYNX, the Community Transportation Coordinator and MetroPlan Orlando, the Planning Agency.

**I. PROJECT COST:**

Estimated Project Cost shall conform to those eligible deliverables as indicated by Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code. For the required deliverable, compensation shall be the total maximum limiting amount of **\$101,881.00** for related program administrative support services in **Orange, Osceola and Seminole** County(ies). This is a lump sum – percent complete grant to accomplish the tasks identified in the Agreement. It is not subject to adjustment due to the actual cost experience of the Planning Agency in the performance of the Agreement. The amount paid is based on the weighted value of the tasks and deliverables listed in Exhibits A and B that have been accomplished for the invoiced period. Prior to payment, the tasks performed and deliverables are subject to review and acceptance by the Commission for the Transportation Disadvantaged. The criteria for acceptance of completed tasks and deliverables are based on the most recent regulations, guidelines or directives related to the particular task and deliverable.

Task 1	17%	\$17,319.77
Task 2	48%	\$48,902.88
Task 3	5%	\$5,094.05
Task 4	5%	\$5,094.05
Task 5	5%	\$5,094.05
Task 6	5%	\$5,094.05
Task 7	5%	\$5,094.05
Task 8	5%	\$5,094.05
Task 9	5%	\$5,094.05
TOTAL:	100%	\$101,881.00

SAMAS Approp	108846	Fund	TDTF	FM/Job No(s)	43202718401
SAMAS Obj	751000	Function	683	CSFA No.	55.001
Org. Code	55120000952	Contract No		Vendor No.	59-2982959

## FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED LOCAL PROGRAM ADMINISTRATIVE SUPPORT AGREEMENT

THIS AGREEMENT, effective as of the 1<sup>st</sup> day of July 2018 (the "Effective Date"), by and between the STATE OF FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, created pursuant to Chapter 427, Florida Statutes, hereinafter called the Commission, and Central Florida Regional Trans Authority d/b/a LYNX, 455 North Garland Avenue, Orlando, Florida, 32801, hereinafter called the Grantee.

### W I T N E S S E T H:

WHEREAS, the Grantee has the authority to enter into this Agreement and to undertake the Project hereinafter described, and the Commission has been granted the authority to carry out responsibilities of the Commission which includes local program administrative support functions and other responsibilities identified in Chapter 427, Florida Statutes, or rules thereof;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

**1.00 Purpose of Agreement:** The purpose of this Agreement is to provide financial assistance to accomplish local program administrative support duties and responsibilities as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, and as further described in this Agreement and in Exhibit(s) A, B, C, attached hereto and by this reference made a part hereof, hereinafter called the Project; and, state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed.

The Coordinator shall accomplish such duties and responsibilities through an agreement with the Commission's approved Designated Official Planning Agency for its respective service area.

**2.00 Accomplishment of the Project:** The Grantee shall commence, and complete the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

**2.10 Pursuant to Federal, State, and Local Law:** In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Coordinator to enter into this Agreement or to undertake the Project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Grantee will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

**2.20 Funds of the Commission:** The Commission will compensate the Grantee upon receipt and approval of said deliverables, not to exceed the estimated project cost as further defined herein.



**2.30 Submission of Proceedings, Contracts and Other Documents and Products:** The Grantee shall submit to the Commission such data, reports, records, contracts, certifications and other financial and operational documents or products relating to the Project as the Commission may require as provided by law, rule or under this agreement. Failure by the Grantee to provide such documents, or provide documents or products required by previous agreements between the Commission and the Grantee, may, at the Commission's discretion, result in refusal to reimburse project funds or other permissible sanctions against the Grantee, including termination.

**3.00 Total Project Cost:** The total estimated cost of the Project is \$ 101,881.00. This amount is based upon the budget summarized in Exhibit B and by this reference made a part hereof. The Grantee agrees to bear any deficits revealed by an audit performed in accordance with Section 6.00 hereof after completion of the project.

**4.00 Commission Participation:** The Commission agrees to maximum participation, in the Project in the amount of \$ 101,881.00 as detailed in Exhibit B.

**4.10 Eligible Costs:** Grant Funds, derived exclusively from the Transportation Disadvantaged Trust Fund, may only be used by the Commission and the Grantee to undertake local program administrative support activities, as defined in Exhibit A.

**4.20 Eligible Project Expenditures:** Project expenditures eligible for State participation will be allowed only from the date of this Agreement. It is understood that State participation in eligible project costs is subject to:

- a) The understanding that disbursement of funds will be made in accordance with the Commission's cash forecast;
- b) Availability of funds as stated in Section 12.00 of this Agreement;
- c) Commission approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available; and
- d) Submission of all certifications, invoices, detailed supporting documents or other obligating documents and all other terms of this agreement.

**4.30 Front End Funding and Retainage:** Front end funding and retainage are not applicable.

## **5.00 Project Budget and Disbursement Schedule:**

**5.10 The Project Budget:** The Grantee shall maintain the Commission approved Project Budget, as set forth in Exhibit B, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved budget for the Project. This is a lump sum – percent complete grant to accomplish the tasks identified in the law, rule, and the grant. It is not subject to adjustment due to the actual cost experience of the recipient in the performance of the grant agreement. The amount paid is based on the weighted value of the tasks and deliverables listed in Exhibits A and B that have been accomplished for the invoiced period. Prior to payment, the tasks performed and deliverables are subject to review and acceptance by the Commission. The criteria for acceptance of completed tasks and deliverables are based on the most recent regulations, guidelines or directives related to the particular task and deliverable.

**5.20 Schedule of Disbursements:** The Grantee shall be paid on a quarterly basis based on the satisfactory performance of each task detailed in Exhibit A.

## **6.00 Accounting Records and Audits:**

**6.10 Establishment and Maintenance of Accounting Records:** The Grantee shall establish for the Project, in conformity with the latest current uniform requirements established by the Commission to facilitate the administration of the financing program, either separate accounts to be maintained within its existing accounting system, or establish independent accounts. Such financing accounts are referred to herein collectively as the "Project Account". The Project Account, and detailed documentation supporting the Project Account, must be made available upon request, without cost, to the Commission any time during the period of the Agreement and for five years after final payment is made or if any audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until resolution of the audit findings.

**6.20 Funds Received or Made Available for The Project:** The Grantee shall appropriately record in the Project Account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Commission pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project, which Commission payments and other funds are herein collectively referred to as "Project Funds". The Grantee shall require depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, or under State plans which have been approved for the deposit of Project funds by the Commission, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State law for the security of public funds, or as approved by the Commission.

**6.30 Costs Incurred for the Project:** The Grantee shall charge to the Project Account all eligible costs of the Project. Costs in excess of the latest approved budget, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, or attributable to actions which have not met the other requirements of this Agreement, shall not be considered eligible costs.

**6.40 Documentation of Project Deliverables:** The Grantee shall provide sufficient detailed documentation for each deliverable to allow an audit trail to ensure that the tasks accomplished or deliverables completed in acceptable form to the Commission were those which were promised. The documentation must be sufficiently detailed to comply with the laws and policies of the Department of Financial Services.

**6.50 Checks, Orders, and Vouchers:** Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Grantee stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, within the Grantees existing accounting system, and, to the extent feasible, kept separate and apart from all other such documents.

## 6.60 Audits:

1. The administration of resources awarded through the Commission to the Grantee by this Agreement may be subject to audits and/or monitoring by the Commission and the Department of Transportation (Department). The following requirements do not limit the authority of the Commission or the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Grantee shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Grantee's use of state financial assistance may include but not be limited to on-site visits by Commission and/or Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Commission by this Agreement. By entering into this Agreement, the Grantee agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Commission and/or the Department. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Commission, the Department, the Department of Financial Services (DFS), the State Auditor General and, the State Inspector General.
- b. The Grantee a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Commission through this Agreement is subject to the following requirements:
  - i. In the event the Grantee meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit C to this Agreement indicates state financial assistance awarded through the Commission by this Agreement needed by the Grantee to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Commission by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
  - ii. In connection with the audit requirements, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

- iii. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Grantee must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Grantee's audit period for each applicable audit year. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Grantee's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to both:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, FL 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Grantee, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.
- vii. Upon receipt, and within six months, the Department will review the Grantee's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Commission by this Agreement. If the Grantee fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Commission and/or the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Grantee shall permit the Commission, the Department, or its designee, DFS or the Auditor General access to the Grantee's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

- c. The Grantee shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Commission, the Department, or its designee, DFS or the Auditor General access to such records upon request. The Grantee shall ensure that the audit working papers are made available to the Commission, the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Commission and/or the Department.

**6.70 Inspection:** The Grantee shall permit, and shall require its contractors to permit, the Commission's authorized representatives to inspect all work, materials, deliverables, records; and to audit the books, records and accounts pertaining to the financing and development of the Project at all reasonable times including upon completion of the Project, and without notice.

**7.00 Compensation and Payments:** In order to obtain any Commission funds, the Grantee shall:

**7.10 File with the Commission for the Transportation Disadvantaged,** 605 Suwannee Street, Mail Station 49, Tallahassee, Florida, 32399-0450 its invoice on form or forms prescribed by the Commission, and such other data and deliverables pertaining to the Project as listed in Exhibit A hereof, as the Commission may require, to justify and support the invoices as specified in the Commission's Grant Agreement/Contract Invoicing Procedures.

**7.11** Grantee certifies, under penalty of perjury, that the Grantee will comply with the provisions of the Agreement and that all invoices and support documentation will be true and correct.

**7.12 Financial Consequence:** Payment shall not be made to the Grantee unless tasks have been completed and back up documentation as requested is provided to the Commission. The project must be completed no later than June 30, 2019.

**7.20 The Commission's Obligations:** Subject to other provisions hereof, the Commission will honor such invoices in amounts and at times deemed by the Commission to be proper and in accordance with this agreement to ensure the completion of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Commission may give written notice to the Grantee that it will refuse to make a payment to the Grantee on the Project if:

**7.21 Misrepresentation:** The Grantee has made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, with respect to any document of data or certification furnished therewith or pursuant hereto;

**7.22 Litigation:** There is pending litigation with respect to the performance by the Grantee of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or payments to the Project;

**7.23 Required Submittals/Certifications:** The Grantee has failed or refused to provide to the Commission detailed documentation of requisitions or certifications of actions taken;

**7.24 Conflict of Interests:** There has been any violation of the conflict of interest provisions, prohibited interests, or lobbying restrictions, contained herein;

**7.25 Default:** The Grantee has been determined by the Commission to be in default under any of the provisions of this Agreement and has been unable to resolve compliance issues once notified by the Commission; or

**7.26 Supplanting of Funds:** The Grantee has used Transportation Disadvantaged Trust Funds to replace or supplant available and appropriate funds for the same purposes, in violation of Chapter 427, Florida Statutes.

**7.30 Invoices for Deliverables:** Invoices for deliverables pursuant to this Agreement shall be submitted in detail sufficient for a proper preaudit and postaudit thereof. Failure to submit to the Commission detailed supporting documentation with the invoice or request for project funds will be cause for the Commission to refuse to pay the amount claimed by the Grantee until the Commission is satisfied that the criteria set out in Chapters 287 and 427, Florida Statutes, Rules 41-2, 60A-1, and 69, Florida Administrative Code, is met. The Commission shall pay the Grantee for the satisfactory performance of each task as outlined in Exhibit A on a quarterly basis.

**7.40 Commission Claims:** If, after project completion, any claim is made by the Commission resulting from an audit or for work or services performed pursuant to this agreement, the Commission may offset such amount from payments due for work or services done under any grant agreement which it has with the Grantee owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Commission. Offsetting any amount pursuant to this section shall not be considered a breach of contract by the Commission.

## **8.00 Termination or Suspension of Project:**

**8.10 Termination or Suspension Generally:** If the Grantee abandons or, before completion, finally discontinues the Project; or if, by reason of any of the events or conditions set forth in Section 7.20 hereof, or for any other reason, the commencement, prosecution, or timely completion of the Project by the Grantee is rendered improbable, infeasible, impossible, or illegal, the Commission may, by written notice to the Grantee, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Commission may terminate any or all of its obligations under this Agreement.

**8.20 Action Subsequent to Notice of Termination or Suspension.** Upon receipt of any final termination or suspension notice under this Section, the Grantee shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and (3) remit to the Commission such portion of the financing and any advance payment previously received as is determined by the Commission to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan,

and budget as approved by the Commission or upon the basis of terms and conditions imposed by the Commission upon the failure of the Grantee to furnish the schedule, plan, and budget within a reasonable time. The acceptance of a remittance by the Grantee shall not constitute a waiver of any claim which the Commission may otherwise have arising out of this Agreement.

**8.30 Public Records:** The Commission reserves the right to unilaterally cancel this Agreement for failure by the Grantee to comply with the Public Records provisions of Chapter 119, Florida Statutes.

## **9.00 Restrictions, Prohibitions, Controls, and Labor Provisions:**

**9.10 Equal Employment Opportunity:** In connection with the carrying out of any Project, the Grantee shall not discriminate against any employee or applicant for employment because of race, age, disability, creed, color, sex or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, disability, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the Project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Grantee shall post, in conspicuous places available to employees and applicants for employment for Project work, notices setting forth the provisions of the nondiscrimination clause.

**9.20 Title VI - Civil Rights Act of 1964:** The Grantee will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Statute 252), the Regulations of the Federal Department of Transportation, the Regulations of the Federal Department of Justice, and the assurance by the Agency pursuant thereto.

## **9.30 Prohibited Interests:**

**9.31 Contracts or Purchases:** Unless authorized in writing by the Commission, no officer of the Grantee, or employee acting in his or her official capacity as a purchasing agent, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for the Grantee from any business entity of which the officer or employee or the officer's or employee's business associate or spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

**9.32 Business Conflicts:** Unless authorized in writing by the Commission, it is unlawful for an officer or employee of the Grantee, or for any company, corporation, or firm in which an officer or employee of the Grantee has a financial interest, to bid on, enter into, or be personally interested in the purchase or the furnishing of any materials, services or supplies

The provisions of this paragraph supplement the provisions of Section 11.062, Florida Statutes, which is incorporated by reference into this Agreement.

**9.60 Public Entity Crimes:** No Grantee shall accept any bid from, award any contract to, or transact any business with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133, Florida Statutes. The Grantee may not allow such a person or affiliate to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Grantee. If the Grantee was transacting business with a person at the time of the commission of a public entity crime which resulted in that person being placed on the convicted vendor list, the Grantee may also not accept any bid from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

**9.70 Homeland Security:** Grantee shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all new persons employed by the grantee during the term of the grant agreement to perform employment duties within Florida; and
2. all new persons, including subcontractors, assigned by the grantee to perform work pursuant to the contract with the Commission.

The Commission shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement. Refer to the U.S. Department of Homeland Security's website at [www.dhs.gov](http://www.dhs.gov) to learn more about E-Verify.

## **10.00 Miscellaneous Provisions:**

**10.10 Environmental Pollution:** Not applicable.

**10.20 Commission Not Obligated to Third Parties:** The Commission shall not be obligated or liable hereunder to any party other than the Grantee.

**10.30 When Rights and Remedies Not Waived:** In no event shall the making by the Commission of any payment to the Grantee constitute or be construed as a waiver by the Commission of any breach of covenant or any default which may then exist, on the part of the Grantee, and the making of such payment by the Commission while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Commission for such breach or default.

**10.40 How Contract Affected by Provisions Being Held Invalid:** If any provision of this Agreement is held invalid, the provision shall be severable and the remainder of this Agreement



shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

**10.50 Bonus and Commissions:** By execution of the Grant, the Grantee represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its financing hereunder.

**10.60 State or Territorial Law:** Nothing in the Agreement shall require the Grantee to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Grantee will at once notify the Commission in writing in order that appropriate changes and modifications may be made by the Commission and the Agency to the end that the Grantee may proceed as soon as possible with the Project.

**10.70 Venue:** This agreement shall be governed by and construed in accordance with the law of the State of Florida. In the event of a conflict between any portion of the contract and the Florida law, the laws of Florida shall prevail. The Grantee agrees to waive forum and venue and that the Commission shall determine the forum and venue in which any dispute under this Agreement is decided.

**11.00 Contractual Indemnity:** It is not intended by any of the provision of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Grantee guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Grantee or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Grantee agreements to indemnify, and hold harmless the Commission, including the Commission's officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Grantee and persons employed or utilized by the Grantee in the performance of this Agreement. This indemnification shall survive the termination of this agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Grantee's sovereign immunity. Additionally, the Grantee agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this agreement.

"To the fullest extent permitted by law, the Grantee's contractor/consultant shall indemnify, and hold harmless the Commission for the Transportation Disadvantaged, including the Commission's officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Grantee's sovereign immunity."

**12.00 Appropriation of Funds:** The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature. If applicable, Grantee's performance of its obligations under this Agreement is subject to an appropriation by the Grantee's Board of County Commissioners for the purposes set forth hereunder. The Commission acknowledges where the Grantee is a political subdivision of the State of Florida it is authorized to act in accordance with the Grantee's purchasing ordinance(s), laws, rules and regulations.

**13.00 Expiration of Agreement:** The Grantee agrees to complete the Project on or before June 30, 2019. If the Grantee does not complete the Project within this time period, this agreement will expire. Expiration of this agreement will be considered termination of the Project and the procedure established in Section 8.00 of this agreement shall be initiated. For the purpose of this Section, completion of project is defined as the latest date by which all required tasks have been completed, as provided in the project description defined in Exhibit A. Unless otherwise extended by the Commission, all reimbursement invoices must be received by the Commission no later than August 15, 2019.

**14.00 Agreement Format:** All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

**15.00 Execution of Agreement:** This agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

**16.00 Vendors and Subcontractors Rights:** Vendors (in this document identified as Grantee) providing goods and services to the Commission will receive payments in accordance with Section 215.422, Florida Statutes. The parties hereto acknowledge Section 215.422, Florida Statutes, and hereby agree that the time in which the Commission is required to approve and inspect goods and services shall be for a period not to exceed eleven (11) working days upon receipt of a proper invoice. The Florida Department of Transportation has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes will be due and payable, in addition to the invoice amount to the Grantee. Interest penalties of less than one (1) dollar will not be enforced unless the Grantee requests payment. Invoices that have to be returned to a Grantee because of Grantee preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Commission.

A Vendor Ombudsman has been established within the Department of Management Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the Commission. The Vendor Ombudsman may be contacted at (850) 413-5516. Vendors may also contact the Department of Financial Services Consumer Hotline at 1-800-342-2762.

**17.00 Payment to Subcontractors:** Payment by the Grantee to all subcontractors with approved third-party contracts shall be in compliance with Section 287.0585, Florida Statutes. Each third-party contract/agreement from the Grantee to a subcontractor for goods or services to be performed in whole or in part with Transportation Disadvantaged Trust Fund moneys, must contain the following statement:

When a contractor receives from a state agency any payment for contractual services, commodities, supplies, or construction contracts, except those construction contracts subject to the provisions of chapter 339, the contractor shall pay such moneys received to each subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the contractor, subcontractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to subcontractors and suppliers within 7 working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the subcontractors and suppliers a penalty in the amount of one-half of 1 percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this subsection may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved party or the Department of Legal Affairs when it provides legal assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or vendors in proceedings brought against contractors under the provisions of this section.


**18.00 Modification:** This Agreement may not be changed or modified unless authorized in writing by both parties.

FM/JOB No(s).	43202718401
CONTRACT NO.	
AGREEMENT	July 1, 2018
EFFECTIVE DATE	

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of, though not necessarily executed on, the Effective Date.

**GRANTEE: CENTRAL FLORIDA REGIONAL  
TRANS AUTHORITY D/B/A LYNX**

**COMMISSION FOR THE TRANSPORTATION  
DISADVANTAGED**

BY: 

TITLE: Chief Executive Officer

BY: \_\_\_\_\_

TITLE: Executive Director (Commission Designee)

FM/JOB No(s).	43202718401
CONTRACT NO.	
AGREEMENT	July 1, 2018
EFFECTIVE DATE	

## EXHIBIT A PROJECT DESCRIPTION AND RESPONSIBILITIES:

This exhibit forms an integral part of that Grant Agreement, between the State of Florida, Commission for the Transportation Disadvantaged and Central Florida Regional Trans Authority d/b/a LYNX, 455 North Garland Avenue, Orlando, Florida, 32801.

**I. PROJECT LOCATION:** Orange, Osceola and Seminole County(ies)

**II. PROJECT DESCRIPTION:** This project provides for the accomplishment of the local program administrative support duties and responsibilities as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code. The Grantee shall accomplish such duties and responsibilities through an agreement with the Commission's approved Designated Official Planning Agency for its respective service area. The project period will begin on the date of this agreement and will end on the date indicated in Section 13.00 hereof. Specific required tasks are as follows:

**TASK 1:** **Weighted value = 17%**  
Jointly develop and annually update the Transportation Disadvantaged Service Plan (TDSP) with the community transportation coordinator (CTC) and the Local Coordinating Board (LCB).

**Deliverable:** Complete initial TDSP or annual updates. Must be approved by the LCB no later than June 30<sup>th</sup> of the current grant cycle.

**TASK 2:** **Weighted value = 48%**  
Organize and provide staff support and related resources for at least four (4) LCB meetings per year, holding one meeting during each quarter. Exceptions to reschedule meeting(s) outside of a quarter due to the imminent threat of a natural disaster may be granted by the Commission.

Provide staff support for committees of the LCB.

Provide program orientation and training for newly appointed LCB members.

Provide public notice of LCB meetings in accordance with the most recent LCB and Planning Agency Operating Guidelines.

LCB meetings will be held in accordance with the Commission's most recent LCB and Planning Agency Operating Guidelines and will include at least the following:

1. Agendas for LCB meetings. Agenda should include action items, informational items and an opportunity for public comment.
2. Official minutes of LCB meetings and committee meetings (regardless of a quorum). A copy will be submitted along with the quarterly report to the Commission. Minutes will at least be in the

form of a brief summary of basic points, discussions, decisions, and recommendations. Records of all meetings shall be kept for at least five years.

3. A current full and active membership of voting and non-voting members to the LCB. Any time there is a change in the membership, provide the Commission with a current membership roster and mailing list of LCB members.
4. A report of the LCB membership's attendance at the LCB meeting held during this grant period. This would not include committee meetings.

**Deliverable:** LCB Meeting agendas; minutes; membership roster; attendance report; training notification.

**TASK 3:**

**Weighted value = 5%**

Provide at least one public workshop annually by each LCB, and assist the Commission, as requested, in co-sponsoring public workshops. This public workshop must be held separately from the LCB meeting. It may, however, be held on the same day as the scheduled LCB meeting. It could be held immediately following or prior to the LCB meeting.

**Deliverable:** Public workshop agenda and minutes of related workshop only. The agenda and minutes must be separate documents and cannot be included in the LCB meeting agenda and minutes, if held on the same day. Minutes may reflect "no comments received" if none were made.

**TASK 4:**

**Weighted value = 5%**

Develop and annually update by-laws for LCB approval.

**Deliverable:** Copy of LCB approved by-laws with date of update noted on cover page and signature of LCB Chair or designee.

**TASK 5:**

**Weighted value = 5%**

Develop, annually update, and implement LCB grievance procedures in accordance with the Commission's most recent LCB and Planning Agency Operating Guidelines. Procedures shall include a step within the local complaint and/or grievance procedure that advises a dissatisfied person about the Commission's Ombudsman Program.

**Deliverable:** Copy of LCB approved Grievance Procedures with date of update noted on cover page.

**TASK 6:**

**Weighted value = 5%**

Review and comment on the Annual Operating Report (AOR) for submittal to the LCB, and forward comments/concerns to the Commission.

**Deliverable:** Cover Page of AOR, signed by CTC representative and LCB Chair.

**TASK 7:**

**Weighted value = 5%**

Research and complete the Actual Expenditures Report (AER) for direct federal and local government transportation funds to the Commission no later than September 15th. Complete the AER, using the Commission approved form.

**Deliverable:** Completed AER in accordance with the most recent Commission's AER instructions.

**TASK 8:****Weighted value = 5%**

Complete quarterly progress reports addressing local program administrative support accomplishments for the local transportation disadvantaged program as well as grant deliverables; including but not limited to, consultant contracts, special studies, and marketing efforts.

**Deliverable:** Complete Quarterly Progress Reports submitted with invoices. Quarterly Report must be signed by planning agency representative. Electronic signatures are acceptable.

**TASK 9:****Weighted value = 5%**

Planning agency staff shall attend at least one Commission sponsored training, including but not limited to, the Commission's regional meetings or annual training workshop.

**Deliverable:** Documentation related to attendance at such event(s); including but not limited to sign in sheets.

**III. Special Considerations by Agency:**

Not Applicable

**IV. Special Considerations by Commission:**

Not Applicable

FM/JOB No(s).	43202718401
CONTRACT NO.	
AGREEMENT	July 1, 2018
EFFECTIVE DATE	

## EXHIBIT B PROJECT BUDGET AND CASHFLOW

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and Central Florida Regional Trans Authority d/b/a LYNX, 455 North Garland Avenue, Orlando, Florida, 32801.

### I. PROJECT COST:

Estimated Project Cost shall conform to those eligible deliverables as indicated by Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code. For the required services, compensation shall be the total maximum limiting amount of \$101,881.00 for related program administrative support services in Orange, Osceola and Seminole County(ies)

Task 1	17%	\$17,319.77
Task 2	48%	\$48,902.88
Task 3	5%	\$5,094.05
Task 4	5%	\$5,094.05
Task 5	5%	\$5,094.05
Task 6	5%	\$5,094.05
Task 7	5%	\$5,094.05
Task 8	5%	\$5,094.05
Task 9	5%	\$5,094.05
<b>TOTAL:</b>	<b>100%</b>	<b>\$101,881.00</b>

### II. SOURCE OF FUNDS

Commission for the Transportation Disadvantaged	
State Funds (100%)	<u>\$101,881.00</u>

**Total Project Cost** \$101,881.00

### III. CASH FLOW – Not applicable. Grantee will be paid based on satisfactory performance of each task detailed in Exhibit A.

Jul    Aug    Sep    Oct    Nov    Dec    Jan    Feb    Mar    Apr    May    June

FY 18/19



FM/JOB No(s).	43202718401
CONTRACT NO.	
AGREEMENT	July 1, 2018
EFFECTIVE DATE	

## EXHIBIT C

### STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

**THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

**Awarding Agency:** Commission for the Transportation Disadvantaged/Florida Department of Transportation

**State Project Title:** COMMISSION FOR THE TRANSPORTATION DISADVANTAGED (CTD)  
TRIP AND EQUIPMENT AND ADMINISTRATIVE SUPPORT GRANTS PROGRAM

**CSFA Number:** 55.001

**\*Award Amount:** \$101,881.00

\*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.001 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number 55.001 are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

**TAB 3**



# LYNX Board Agenda

## Consent Agenda Item #7.D. ii

**To:** LYNX Board of Directors

**From:** Edward Johnson  
CHIEF EXECUTIVE OFFICER  
Selita Stubbs  
(Technical Contact)  
Nanette Stephens  
(Technical Contact)  
Rose Hernandez  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6017

**Item Name:** Miscellaneous  
Authorization to Submit the Fiscal Year 2018/2019 Transportation  
Disadvantaged Trip and Equipment Grant Application

**Date:** 7/26/2018

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' ratification of the adoption of Resolution #18-002 authorizing the Chief Executive Officer (CEO) or designee to execute the Transportation Disadvantaged Grant Application for State Fiscal Year 2019, file the application with the Florida Commission for the Transportation Disadvantaged, and execute any and all agreements or contracts which may be required in connection with the application.

### **BACKGROUND:**

Each year, the Florida Commission for the Transportation Disadvantaged (TD) awards Trip and Equipment Grants to Community Transportation Coordinators (CTC) to provide TD trips within their service area or purchase capital equipment. The designated CTC for any one service area is the only entity in that service area eligible for the Trip and Equipment Grant. LYNX serves as the CTC for Orange, Osceola, and Seminole Counties. The Transportation Disadvantaged Trip and Equipment Grant provides funding for TD transportation services provided by LYNX' Mobility Services Division. The grant amount for FY2019 is \$5,455,343 which includes a 10% local match.

### **FISCAL IMPACT:**

Upon Board approval, LYNX Staff will include \$4,909,809 in the FY2019 Preliminary Operating Budget.

## **CERTA RESOLUTION 18-003**

### **A RESOLUTION OF THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, TO FILE A TRANSPORTATION DISADVANTAGED TRUST FUND GRANT APPLICATION WITH THE FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED**

**WHEREAS**, this resolution of the GOVERNING BOARD of Central Florida Regional Transportation Authority, d/b/a LYNX (hereinafter BOARD), hereby authorizes the filing of a Transportation Disadvantaged Trust Fund Grant Application with the Florida Commission for the Transportation Disadvantaged.

**WHEREAS**, this BOARD has the authority to file a Transportation Disadvantaged Trust Fund Grant Application to undertake a transportation disadvantaged service project as authorized by Section 427.0159, Florida Statutes and Rule 41-2, Florida Administrative Code.

#### **NOW THEREFORE, BE IT RESOLVED THAT:**

1. The BOARD has the authority to file this grant application.
2. The BOARD authorizes Edward L. Johnson, Chief Executive Officer, or designee to file and execute the application on behalf of the Central Florida Regional Transportation Authority, d/b/a LYNX, with the Florida Commission for the Transportation Disadvantaged.
3. The BOARD authorizes Edward L. Johnson, Chief Executive Officer, or designee, to sign any and all agreements or contract which may be required in connection with the application.
4. The BOARD authorizes Albert J. Francis, II, Chief Financial Officer, or designee, to sign any and all assurances, reimbursement invoices, warranties, certifications, and any other documents which may be required in connection with the application or subsequent agreements.

**CERTIFICATION OF THE ADOPTION OF RESOLUTION #18-003 BY THE  
BOARD OF DIRECTORS OF CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY d/b/a LYNX.**

**APPROVED AND ADOPTED this, 26<sup>th</sup> day of July, 2018,** by the Governing Board of  
Directors of the Central Florida Regional Transportation Authority d/b/a LYNX.

CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

By: Board of Directors

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Chairman

Attest:

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Assistant Secretary

**TAB 4**





## **Community Transportation Coordinator Report**

**August 2018**

Since the last TDLCB meeting, LYNX participated in the 2018 Florida Triple Crown Roadeo in Daytona Beach, FL. Hosted by Votran. The Lynx fixed route team won the Grand Champion Award and this is the 11<sup>th</sup> time that Lynx has taken home this award. As of last year, the Florida Triple Crown Roadeo added Vehicle Maintenance in the Paratransit competition, Access Lynx Technician Angel Melendez received the “Highest Bus Inspection Score” and place 3<sup>rd</sup> overall in this competition.

The Mobility Services department has participated in 14 outreach events throughout the community. These events include the meet and greet events at the southern SunRail stations that are included in phase 2 of the SunRail expansion. We have enhanced some of the routes in our fixed route and NeighborLink operations to better accommodate the new Sunrail stations in the southern part of our service area. We are looking to host and attend more outreach events as we want to promote our PawPass mobile fare payment application which allows you to purchase bus passes as well as Access Lynx tickets through a mobile device.

The 2016-2017 Florida Commission for the Transportation Disadvantaged (FCTD) Audit was completed on June 12, 2018. There was one finding: the reviewer noted two occurrences out of the 40 rides tested, that ADA trips billed within the FCTD invoices were incorrectly included due to the nature of the ride. There were two suggestions: the CTC was asked to provide supporting documents for the current Rate Model and the Annual Operating Report. It was noted that written procedures exist, but could be strengthened for both AOR and Rate Model processes. LYNX is in the process of correcting the finding and implementing the suggestions provided by the FCTD.

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Orlando, FL 32801-1518

## PLANNING RELATED GRANT AGREEMENT TASKS QUARTERLY PROGRESS REPORT

MetroPlan Orlando  
(Agency Name)

Invoice #	<u>Four</u>
FDOT FM #	<u>4320291-14-01</u>
Contract #	<u>GON74</u>

Orange, Osceola and Seminole  
(County)

Reporting Period: April 1, 2018 to June 30, 2018

### Planning Grant Program Tasks

#### **TASK 1:**

Jointly develop and annually update the Transportation Disadvantaged Service Plan (TDSP) with the Community Transportation Coordinator (CTC) and the Local Coordinating Board (LCB).

**Response:** Approved June 7, 2018. Copy of approved document is attached as a **Task 1 deliverable**. (NOTE: *In order to avoid duplication of this large document the copy has been omitted from the back up materials for Task 3.*)

#### **TASK 2A:**

When necessary and in cooperation with the LCB, solicit and recommend a CTC. The selection will be accomplished, to the maximum extent feasible, through public competitive bidding or proposals in accordance with applicable laws and rules. Such recommendation shall be presented to the Commission by the planning agency staff or their designee as needed.

**Response:** No action to report.

#### **TASK 2B:**

Provide staff support to the LCB in conducting an annual evaluation of the community transportation coordinator, including local developed standards as delineated in the adopted TDSP. Assist the Commission in joint reviews of the CTC.

**Response:** No action to report. The next Annual Evaluation will take place in February 2019.

#### **TASK 3:**

Organize and provide staff support and related resources for at least four (4) local coordinating board meetings per year, holding one meeting during each quarter. Provide staff support for committees of the local coordinating board. Provide public notice of LCB meetings in accordance with the most recent LCB and Planning Agency Operating Guidelines. Provide program orientation and training for newly appointed local coordinating board members.



**Response:** Agendas for TDLCB meeting held June 7, 2018, as well as the April 24, 2018 QATF meeting, along with meeting minutes and/or highlights are enclosed **as a Task 3 deliverable**. The membership roster, attendance report and public notice of meetings, are also provide as **deliverables for Task 3**. (NOTE: *In order to avoid duplication, the draft copy of the TDSP was omitted from the QATF meeting back up materials.*)

**TASK 4:**

Provide at least one public workshop annually by each local coordinating board, and assist the Commission, as requested, in co-sponsoring public workshop.

**Response:** No action to report. The next public workshop will be held November 15, 2018.

**TASK 5:**

Annually develop and update by-laws for LCB approval.

**Response:** No action to report. Next review scheduled for February 2019.

**TASK 6:**

Develop, annually update, and implement LCB grievance procedures in accordance with the Commission's most recent LCB and Planning Agency Operating Guidelines. Procedures shall include a step within the local complaint and/or grievance procedure that advises a dissatisfied person about the Commission's Ombudsman Program.

**Response:** No action to report. Next review scheduled for February 2019.

**TASK 7:**

Review and comment on the Annual Operating Report (AOR) for submittal to the LCB, and forward comments/concerns to the Commission.

**Response:** No action to report. Next AOR submission due September 2018.

**TASK 8:**

Research and complete the Actual Expenditures Report (AER) for direct federal and local government transportation funds to the Commission no later than September 15th. Complete the AER, using the Commission approved forms.

**Response:** No action to report. Next AER submission due September 2018.

**TASK 9:**

Complete quarterly progress reports addressing planning accomplishments for the local transportation disadvantaged program as well as planning grant deliverable; including but not limited to, consultant contracts, special studies, and marketing efforts.

**Response:** Information is included with each quarterly meeting agenda packet. The June 7, 2018, TDLCB meeting agenda (Task 3 deliverable) is enclosed as a **deliverable for Task 9**.

**TASK 10:**

Planning Agency staff attend at least one Commission sponsored training, including but not limited to, the Commission's regional meetings, the Commission's annual training workshop, or other sponsored training.

**Response:** No action to report.

  
\_\_\_\_\_  
Signature of Individual Submitting Report

July 10, 2018  
Date

Virginia L. Whittington  
Typed name of Individual Submitting Report



July 26, 2018

Honorable Lee Constantine, Chairman  
Transportation Disadvantaged Local Coordinating Board  
c/o MetroPlan Orlando  
250 South Orange Avenue, Suite 200  
Orlando, Florida 32801

Dear Chairman Constantine,

Contracted operators are entitled to prompt payment for services funded by the Commission for the Transportation Disadvantaged Trust Fund as outlined in the Trip/Equipment Grant executed between the Commission and LYNX as follows:

21.20 Payment to Subcontractors: Payment by the Grantee to all subcontractors with approved third party subcontracts shall be in compliance with Section 287.0585, Florida Statutes. Each third party contract from the Grantee to a subcontractor for goods or services to be performed in whole or in part with Transportation Disadvantaged Trust Fund moneys must contain the following statement:

*When a contractor receives from a state agency any payment for contractual services, commodities, supplies, or construction contracts subject to the provisions of Chapter 339, the contractor shall pay such moneys received to each subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the contractor, subcontractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payment required by this section to subcontractors and suppliers within 7 working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the subcontractors and suppliers a penalty in the amount of one-half of one percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual*

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*payments owed and shall not exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this subsection may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved party or the Department of Legal Affairs when it provides legal assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or vendors in proceedings brought against contractors under the provisions of this section.*

Our contractor, MV Transportation, Inc. is notified annually in writing that if they feel that LYNX is not fulfilling the obligations as outlined in the above paragraph, they may seek assistance through the Commission for the Transportation Disadvantaged Ombudsman Program Helpline at 1-800-983-2435 (TTY 1-800-648-6084) or the State of Florida Attorney General's Office at 1-800-892-0375.

With this letter, I am certifying to the Local Coordinating Board that LYNX has met the above timely progress payment requirements to our contractor for the period of April 1, 2018, to June 30, 2018.

Sincerely,

A handwritten signature in black ink, appearing to read "Selita Stubbs", with a stylized flourish at the end.

Selita Stubbs  
Interim Deputy Director of Mobility Services

cc: The Joint Transportation Disadvantaged Local Coordinating Board of  
Orange, Osceola, and Seminole Counties (via MetroPlan Orlando)