

RESOLUTION R-14-085

A RESOLUTION OF THE MANATEE COUNTY BOARD OF COMMISSIONERS AUTHORIZING THE SIGNING AND SUBMISSION OF AN TRIP AND EQUIPMENT GRANT AGREEMENT WITH THE FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, AND APPROVAL OF THE UPDATED RATE MODEL WORKSHEET AND CORRESPONDING TRIP REIMBURSEMENT RATE.

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

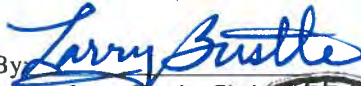
WHEREAS, the Local Coordinating Board (LCB) has already received and approved the Transportation Disadvantaged Service Plan (TDSP) and an updated rate model worksheet.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA:

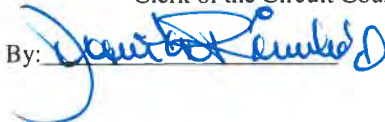
1. The BOARD has the authority to file this grant agreement.
2. The Submission of a grant application(s), supporting documents, and certifications and assurances to the Commission for the Transportation Disadvantaged is hereby approved.
3. The Chairman or in his absence, the Vice Chairman, is hereby authorized to sign and/or submit the application and accept the grant award, and/or expend grant funds for approved purposes as identified in the Fiscal Year 2014/15 Program of Projects, pursuant to grant award, unless specifically rescinded.
4. The BOARD authorizes the Transit Division Manager to sign any and all assurances, reimbursement invoices, warranties, certification and other documents which may be required in connection with the application or subsequent agreements.

Duly Passed And Adopted, with a quorum present and voting, this 17th day of June, 2014.

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

By: 
Larry Bustle, Chairman

ATTEST: R.B."CHIPS" SHORE
Clerk of the Circuit Court

By: 



Transportation Disadvantaged Trust Fund Trip & Equipment Grant Information Form 2014-15

GRANT RECIPIENT LEGAL NAME: Manatee County Board of County Commissioners

FEDERAL EMPLOYER IDENTIFICATION NUMBER: 59-6000727

REGISTERED ADDRESS: 1108 26th Ave East

CITY AND STATE: Bradenton, FL ZIP CODE: 34208

CONTACT PERSON FOR THIS GRANT: Edrick Sweeting, Grants Administrator

PHONE NUMBER: 941-708-7450 Ext 7354 FAX NUMBER: 941-708-7503

(REQUIRED) E-MAIL ADDRESS: edrick.sweeting@mymanatee.org

PROJECT LOCATION [County(ies)]: Manatee County

PROPOSED PROJECT START DATE: July 1, 2014

PLANNING FUNDS TRANSFERRED FROM PLANNING AGENCY	\$ _____
GRANT AMOUNT - STATE ALLOCATION (90%)	\$ <u>587,445</u>
GRANT AMOUNT - LOCAL MATCH (10%)	\$ <u>65,272</u>
VOLUNTARY DOLLAR AMOUNT	\$ <u>183</u>
LOCAL MATCH FOR VOLUNTARY DOLLARS (IN KIND)	\$ <u>20</u>
TOTAL PROJECT AMOUNT	\$ <u>652,920</u>

ANTICIPATED CAPITAL EQUIPMENT REQUEST

Equipment	\$ Amount
<u>TRIPS ONLY</u>	_____

Only Required If Capital Equipment is Purchased:

This Acknowledgement Form requesting the purchase of capital equipment has been reviewed by the _____ Local Coordinating Board.

Local Coordinating Board Chairperson's Signature

I, Larry Bustle, Board of County Commissioners Chairman, as the authorized Grant Recipient Representative, hereby certify that the information contained in these forms is true and accurate and is submitted in accordance with the instructions.

Larry Bustle
Grant Recipient Representative (Signature)



6/17/2014
Date

ATTEST: R. B. SHORE
CLERK OF CIRCUIT COURT
BY: [Signature]
DEPUTY CLERK

Transportation Disadvantaged Trust Fund Trip & Equipment Grant Information Form 2014-15

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<u>TRIPS ONLY</u>	_____

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This Acknowledgement Form requesting the purchase of capital equipment has been reviewed by the _____ Local Coordinating Board.

Local Coordinating Board Chairperson's Signature

I, Larry Bustle, Board of County Commissioners Chairman, as the authorized Grant Recipient Representative, hereby certify that the information contained in these forms is true and accurate and is submitted in accordance with the instructions.

Larry Bustle
Grant Recipient Representative (Signature)

6/17/2014
Date

ATTEST: R. B. SHORE
CLERK OF CIRCUIT COURT
BY: [Signature]
DEPUTY CLERK



Preliminary Information Worksheet

Version 1.4

CTC Name: Manatee Board of County Commissioners
County (Service Area): Manatee
Contact Person: Edrick Sweeting
Phone # 941-708-7450 x7354

Check Applicable Characteristic:

ORGANIZATIONAL TYPE:

- Governmental
- Private Non-Profit
- Private For Profit

NETWORK TYPE:

- Fully Brokered
- Partially Brokered
- Sole Source

Once completed, proceed to the Worksheet entitled "Comprehensive Budget"

Comprehensive Budget Worksheet

Version 1.4

CTC: Manatee Board of County Commissioners
 County: Manatee

1. Complete applicable **GREEN** cells in columns 2, 3, 4, and 7

	Prior Year's ACTUALS from Oct 1st of 2012 to Sept 30th of 2013	Current Year's APPROVED Budget, as amended from Oct 1st of 2013 to Sept 30th of 2014	Upcoming Year's PROPOSED Budget from Oct 1st of 2014 to Sept 30th of 2015	% Change from Prior Year to Current Year	Proposed % Change from Current Year to Upcoming Year	Confirm whether revenues are collected as a system subsidy VS a purchase of service at a unit price. Explain Changes in Column 6 That Are > ± 10% and Also > ± \$50,000
	1	2	3			

REVENUES (CTC/Operators ONLY / Do NOT include coordination contractors!)

Local Non-Govt

Farebox	\$ 130,605	\$ 131,500	\$ 130,000	0.7%	-1.1%	
Medicaid Co-Pay Received						
Donations/ Contributions						
In-Kind, Contributed Services						
Other	\$ -					
Bus Pass Program Revenue						

Local Government

District School Board						County Cash includes the local match required for TD grant
Compl. ADA Services						
County Cash	\$ 1,240,045	\$ 1,106,675	\$ 1,203,416	-10.8%	8.7%	
County In-Kind, Contributed Services						
City Cash						
City In-kind, Contributed Services						
Other Cash						
Other In-Kind, Contributed Services						
Bus Pass Program Revenue						

CTD

Non-Spons. Trip Program	\$ 493,586	\$ 584,844	\$ 587,581	18.5%	0.5%	
Non-Spons. Capital Equipment						
Rural Capital Equipment						
Other TD (specify in explanation)						
Bus Pass Program Revenue						

USDOT & FDOT

49 USC 5307	\$ 353,263	\$ 375,710	\$ 398,252	6.4%	6.0%	Dollar values represents 5307 contribution for vehicle maintenance cost for paratransit vehicles which is matched with toll revenue credits.
49 USC 5310						
49 USC 5311 (Operating)						
49 USC 5311 (Capital)						
Block Grant						
Service Development						
Commuter Assistance						
Other DOT (specify in explanation)						
Bus Pass Program Revenue						

AHCA

Medicaid						
Other AHCA (specify in explanation)						
Bus Pass Program Revenue						

DCF

Alcohol, Drug & Mental Health						
Family Safety & Preservation						
Comm. Care Dis./Aging & Adult Serv.						
Other DCF (specify in explanation)						
Bus Pass Program Revenue						

DOH

Children Medical Services						
County Public Health						
Other DOH (specify in explanation)						
Bus Pass Program Revenue						

DOE (state)

Carl Perkins						
Div of Blind Services						
Vocational Rehabilitation						
Day Care Programs						
Other DOE (specify in explanation)						
Bus Pass Program Revenue						

AWI

WAGES/Workforce Board						
Other AWI (specify in explanation)						
Bus Pass Program Revenue						

DOEA

Older Americans Act						
Community Care for Elderly	\$ 8,550	\$ 7,722	\$ 8,500	-9.7%	10.1%	
Other DOEA (specify in explanation)						
Bus Pass Program Revenue						

DCA

Community Services						
Other DCA (specify in explanation)						
Bus Pass Admin. Revenue						

Budgeted Rate Base Worksheet

Version 1.4

CTC: Manatee Board of County Commissioners

County: Manatee

1. Complete applicable **GREEN** cells in column 3; **YELLOW** and **BLUE** cells are automatically completed in column 3
2. Complete applicable **GOLD** cells in column and 5

	Upcoming Year's BUDGETED Revenues		What amount of the Budgeted Revenue in col. 2 will be generated at the rate per unit determined by this spreadsheet, OR used as local match for these type revenues?	Budgeted Rate Subsidy Revenue EXCLUDED from the Rate Base	What amount of the Subsidy Revenue in col. 4 will come from funds to purchase equipment, OR will be used as match for the purchase of equipment?
	from Oct 1st of 2014 to Sept 30th of 2015				
1	2		3	4	5

REVENUES (CTC/Operators ONLY)

Local Non-Govt

Farebox	\$	130,000
Medicaid Co-Pay Received	\$	-
Donations/ Contributions	\$	-
In-Kind, Contributed Services	\$	-
Other	\$	-
Bus Pass Program Revenue	\$	-

	\$	130,000	
	\$	-	
	\$	-	
	\$	-	
	\$	-	
	\$	-	

YELLOW cells
are **NEVER** Generated by Applying Authorized Rates

Local Government

District School Board	\$	-
Compl. ADA Services	\$	-
County Cash	\$	1,203,416
County In-Kind, Contributed Services	\$	-
City Cash	\$	-
City In-Kind, Contributed Services	\$	-
Other Cash	\$	-
Other In-Kind, Contributed Services	\$	-
Bus Pass Program Revenue	\$	-

	\$	-	\$	-
	\$	-	\$	-
	\$	65,287	\$	1,138,129
	\$	-	\$	-
	\$	-	\$	-
	\$	-	\$	-
	\$	-	\$	-
	\$	-	\$	-
	\$	-	\$	-

BLUE cells
Should be funds generated by rates in this spreadsheet

CTD

Non-Spons. Trip Program	\$	587,581
Non-Spons. Capital Equipment	\$	-
Rural Capital Equipment	\$	-
Other TD	\$	-
Bus Pass Program Revenue	\$	-

	\$	587,581	\$	-
	\$	-	\$	-
	\$	-	\$	-
	\$	-	\$	-
	\$	-	\$	-
	\$	-	\$	-

local match req.

\$	65,287
\$	-
\$	-
\$	-

GREEN cells
MAY BE Revenue Generated by Applying
Authorized Rate per Mile/Trip Charges

Fill in that portion of budgeted revenue in Column 2 that will be **GENERATED** through the application of authorized per mile, per trip, or combination per trip plus per mile rates. Also, include the amount of funds that are Earmarked as local match for Transportation Services and **NOT** Capital Equipment purchases.

If the Farebox Revenues are used as a source of Local Match Dollars, then identify the appropriate amount of Farebox Revenue that represents the portion of Local Match required on any state or federal grants. This does not mean that Farebox is the only source for Local Match.

Please review all Grant Applications and Agreements containing State and/or Federal funds for the proper Match Requirement levels and allowed sources.

USDOT & FDOT

49 USC 5307	\$	398,252
49 USC 5310	\$	-
49 USC 5311 (Operating)	\$	-
49 USC 5311(Capital)	\$	-
Block Grant	\$	-
Service Development	\$	-
Commuter Assistance	\$	-
Other DOT	\$	-
Bus Pass Program Revenue	\$	-

	\$	-	\$	398,252
	\$	-	\$	-
	\$	-	\$	-
	\$	-	\$	-
	\$	-	\$	-
	\$	-	\$	-
	\$	-	\$	-
	\$	-	\$	-
	\$	-	\$	-

AHCA

Medicaid	\$	-
Other AHCA	\$	-
Bus Pass Program Revenue	\$	-

	\$	-	\$	-
	\$	-	\$	-
	\$	-	\$	-

DCF

Alcoh, Drug & Mental Health	\$	-
Family Safety & Preservation	\$	-
Comm. Care Dis./Aging & Adult Serv.	\$	-
Other DCF	\$	-
Bus Pass Program Revenue	\$	-

	\$	-	\$	-
	\$	-	\$	-
	\$	-	\$	-
	\$	-	\$	-
	\$	-	\$	-

DOH

Children Medical Services	\$	-
County Public Health	\$	-
Other DOH	\$	-
Bus Pass Program Revenue	\$	-

	\$	-	\$	-
	\$	-	\$	-
	\$	-	\$	-
	\$	-	\$	-

DOE (state)

Carl Perkins	\$	-
Div of Blind Services	\$	-
Vocational Rehabilitation	\$	-
Day Care Programs	\$	-
Other DOE	\$	-
Bus Pass Program Revenue	\$	-

	\$	-	\$	-
	\$	-	\$	-
	\$	-	\$	-
	\$	-	\$	-
	\$	-	\$	-
	\$	-	\$	-

AWI

WAGES/Workforce Board	\$	-
AWI	\$	-
Bus Pass Program Revenue	\$	-

	\$	-	\$	-
	\$	-	\$	-
	\$	-	\$	-

DOEA

Older Americans Act	\$	-
Community Care for Elderly	\$	8,500
Other DOEA	\$	-
Bus Pass Program Revenue	\$	-

	\$	-	\$	-
	\$	8,500	\$	-
	\$	-	\$	-
	\$	-	\$	-

DCA

Community Services	\$	-
Other DCA	\$	-
Bus Pass Program Revenue	\$	-

	\$	-	\$	-
	\$	-	\$	-
	\$	-	\$	-

GOLD cells

Fill in that portion of Budgeted Rate Subsidy Revenue in Column 4 that will come from Funds Earmarked by the Funding Source for Purchasing Capital Equipment. Also include the portion of Local Funds earmarked as Match related to the **Purchase of Capital Equipment** if a match amount is required by the Funding Source.

Worksheet for Program-wide Rates

CTC: Manatee Board of (Version 1.4)
 County: Manatee

1. Complete Total Projected Passenger Miles and ONE-WAY Passenger Trips (**GREEN** cells) below

- Do **NOT** include trips or miles related to Coordination Contractors!
- Do **NOT** include School Board trips or miles UNLESS.....
- INCLUDE** all ONE-WAY passenger trips and passenger miles related to services you purchased from your transportation operators!
- Do **NOT** include trips or miles for services provided to the general public/private pay UNLESS..
- Do **NOT** include escort activity as passenger trips or passenger miles unless charged the full rate for service!
- Do **NOT** include fixed route bus program trips or passenger miles!

PROGRAM-WIDE RATES	
Total <u>Projected</u> Passenger Miles =	229,118
Rate Per Passenger Mile = \$	3.34
Total <u>Projected</u> Passenger Trips =	32,862
Rate Per Passenger Trip = \$	23.32

Fiscal Year

2014 - 2015

Avg. Passenger Trip Length =	7.0 Miles
-------------------------------------	------------------

Rates If No Revenue Funds Were Identified As Subsidy Funds	
Rate Per Passenger Mile = \$	10.62
Rate Per Passenger Trip = \$	74.03

Once Completed, Proceed to the Worksheet entitled "Multiple Service Rates"

Vehicle Miles

The miles that a vehicle is scheduled to or actually travels from the time it pulls out from its garage to go into revenue service to the time it pulls in from revenue service.

Vehicle Revenue Miles (VRM)

The miles that vehicles are scheduled to or actually travel while in revenue service. Vehicle revenue miles exclude:

- Deadhead
- Operator training, and
- Vehicle maintenance testing, as well as
- School bus and charter services.

Passenger Miles (PM)

The cumulative sum of the distances ridden by each passenger.

Worksheet for Multiple Service Rates

CTC: **Manatee Board** (Version 1.4)
 County: **Manatee**

1. Answer the questions by completing the GREEN cells starting in Section I for all services
2. Follow the DARK RED prompts directing you to skip or go to certain questions and sections based on previous answers

SECTION I: Services Provided

1. Will the CTC be providing any of these Services to transportation disadvantaged passengers in the upcoming budget year?.....

Ambulatory	Wheelchair	Stretcher	Group
<input checked="" type="radio"/> Yes	<input checked="" type="radio"/> Yes	<input type="radio"/> Yes	<input type="radio"/> Yes
<input type="radio"/> No	<input type="radio"/> No	<input checked="" type="radio"/> No	<input checked="" type="radio"/> No
Go to Section II for Ambulatory Service	Go to Section II for Wheelchair Service	STOP! Do NOT Complete Sections II - V for Stretcher Service	STOP! Do NOT Complete Sections II - V for Group Service

SECTION II: Contracted Services

1. Will the CTC be contracting out any of these Services TOTALLY in the upcoming budget year?....

Ambulatory	Wheelchair	Stretcher	Group
<input type="radio"/> Yes	<input type="radio"/> Yes	<input type="radio"/> Yes	<input type="radio"/> Yes
<input checked="" type="radio"/> No	<input checked="" type="radio"/> No	<input checked="" type="radio"/> No	<input checked="" type="radio"/> No
Skip # 2, 3 & 4 and Go to Section III for Ambulatory Service	Skip # 2, 3 & 4 and Go to Section III for Wheelchair Service	Do Not Complete Section II for Stretcher Service	Do Not Complete Section II for Group Service

2. If you answered YES to #1 above, do you want to arrive at the billing rate by simply dividing the proposed contract amount by the projected Passenger Miles / passenger trips?.....

Ambulatory	Wheelchair	Stretcher	Group
<input type="radio"/> Yes	<input type="radio"/> Yes	<input type="radio"/> Yes	<input type="radio"/> Yes
<input checked="" type="radio"/> No	<input checked="" type="radio"/> No	<input checked="" type="radio"/> No	<input checked="" type="radio"/> No

3. If you answered YES to #1 & #2 above, how much is the proposed contract amount for the service?
 How many of the total projected Passenger Miles relate to the contracted service?
 How many of the total projected passenger trips relate to the contracted service?

Ambulatory	Wheelchair	Stretcher	Group
Leave Blank	Leave Blank		

Effective Rate for Contracted Services:

per Passenger Mile =
 per Passenger Trip =

Ambulatory	Wheelchair	Stretcher	Group
Go to Section III for Ambulatory Service	Go to Section III for Wheelchair Service	Do NOT Complete Section II for Stretcher Service	Do NOT Complete Section II for Group Service

4. If you answered # 3 & want a Combined Rate per Trip PLUS a per Mile add-on for 1 or more services, INPUT the Desired per Trip Rate (but must be less than per trip rate in #3 above =
 Rate per Passenger Mile for Balance =

Combination Trip and Mile Rate			
Leave Blank and Go to Section III for Ambulatory Service	Leave Blank and Go to Section III for Wheelchair Service	Do NOT Complete Section II for Stretcher Service	Do NOT Complete Section II for Group Service

Worksheet for Multiple Service Rates

CTC: **Manatee Board** (Version 1.4)
 County: **Manatee**

1. Answer the questions by completing the GREEN cells starting in Section I for all services
2. Follow the DARK RED prompts directing you to skip or go to certain questions and sections based on previous answers

SECTION III: Escort Service

1. Do you want to charge all escorts a fee?..... Yes No
 Answer # 2, 3 & 4

2. If you answered Yes to #1, do you want to charge the fee per passenger trip OR Pass Trip Pass Mile
 per passenger mile?.....

3. If you answered Yes to # 1 and completed # 2, for how many of the projected
 Passenger Trips / Passenger Miles will a passenger be accompanied by an escort? Passenger Trips

4. How much will you charge each escort?..... per Passenger Trip

SECTION IV: Group Service Loading

1. If the message "You Must Complete This Section" appears to the right, what is the projected total number of Group Service Passenger Miles? (otherwise leave blank).....
 Do NOT Complete Section IV

..... And what is the projected total number of Group Vehicle Revenue Miles? Loading Rate 0.00 to 1.00

SECTION V: Rate Calculations for Multiple Services:

1. Input Projected Passenger Miles and Passenger Trips for each Service in the GREEN cells and the Rates for each Service will be calculated automatically
 * Miles and Trips you input must sum to the total for all Services entered on the "Program-wide Rates" Worksheet, MINUS miles and trips for contracted services IF the rates were calculated in the Section II above
 * Be sure to leave the service BLANK if you answered NO in Section I or YES to question #2 in Section II

		RATES FOR FY: 2014 - 2015			
		Ambul	Wheel Chair	Stretcher	Group
Projected Passenger Miles (excluding totally contracted services addressed in Section II) =	229,118	= <input type="text" value="153,931"/>	+ <input type="text" value="75,187"/>	+ <input type="text" value="Leave Blank"/>	+ <input type="text" value="Leave Blank"/>
Rate per Passenger Mile =		\$2.70	\$4.63	\$0.00	\$0.00
				per passenger	per group

		Ambul	Wheel Chair	Stretcher	Group
Projected Passenger Trips (excluding totally contracted services addressed in Section II) =	32,862	= <input type="text" value="22,078"/>	+ <input type="text" value="10,784"/>	+ <input type="text" value="Leave Blank"/>	+ <input type="text" value="Leave Blank"/>
Rate per Passenger Trip =		\$18.84	\$32.30	\$0.00	\$0.00
				per passenger	per group

2. If you answered # 1 above and want a COMBINED Rate per Trip PLUS a per Mile add-on for 1 or more services,...

		Combination Trip and Mile Rate			
		Ambul	Wheel Chair	Stretcher	Group
...INPUT the Desired Rate per Trip (but must be less than per trip rate above) =		<input type="text" value="\$18.84"/>	<input type="text" value="\$32.30"/>	<input type="text" value="Leave Blank"/>	<input type="text" value="Leave Blank"/>
Rate per Passenger Mile for Balance =		\$0.00	\$0.00	\$0.00	\$0.00
				per passenger	per group

		Rates If No Revenue Funds Were Identified As Subsidy Funds			
		Ambul	Wheel Chair	Stretcher	Group
Rate per Passenger Mile =		\$8.60	\$14.75	\$0.00	\$0.00
				per passenger	per group
Rate per Passenger Trip =		\$59.97	\$102.81	\$0.00	\$0.00
				per passenger	per group

Worksheet for Multiple Service Rates

CTC: Manatee Board cVersion 1.4
County: Manatee

1. Answer the questions by completing the GREEN cells starting in Section I for all services
2. Follow the DARK RED prompts directing you to skip or go to certain questions and sections based on previous answers

Program These Rates Into Your Medicaid Encounter Data

SAMAS Approp: 108846 Fund: TDTF FM/Job No(s): 43202718401/43202818401
SAMAS Obj.: 750074 Function: 035 CSFA No. 55.001
Org Code: 55 12 00 00 952 Contract No.: Vendor No.: 59-6000727-013

FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED TRIP & EQUIPMENT GRANT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2014 by and between the STATE OF FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, created pursuant to Chapter 427, Florida Statutes, hereinafter called the Commission and Manatee County Board of County Commissioners d/b/a Manatee County Area Transit, 1108 26th Avenue East, Bradenton, Florida 34208, hereinafter called the Grantee.

WITNESSETH:

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 use Transportation Disadvantaged Trust Fund moneys to subsidize a portion of a transportation disadvantaged person's transportation costs which is not sponsored by an agency, and/or capital equipment purchased for the provision of non-sponsored transportation services 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 non-sponsored transportation trips and/or capital equipment to the non-sponsored transportation disadvantaged in accordance with the Transportation Disadvantaged Trust Fund in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, the Program Manual for the Trip & Equipment Grant for non-sponsored trips and/or capital equipment as revised on April 2, 2014, and as further described in this Agreement and in Exhibit(s) A, B, C, D attached hereto and by this reference made a part hereof, hereinafter called the **Project**; and, for the Commission to provide non-sponsored financial assistance to the Grantee and state the terms and conditions upon which such non-sponsored financial assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed. Funds available through this agreement may be used only for non-sponsored transportation services and shall be applied only after all other potential funding sources have been used and eliminated. Grant funds shall not be used to supplant or replace funding of transportation disadvantaged services which are currently funded to a recipient by any federal, state, or local governmental agency.

2.00 Accomplishment of the Project:

2.10 General Requirements: 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 federal, state and local applicable laws.

2.20 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 Grantee 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.

2.30 Funds of the Grantee: The Grantee will use its best efforts to enable the Grantee to provide the necessary funds or in-kind contributions necessary for the completion of the Project.

2.40 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 or operational documents or products relating to the Project as the Commission may require as provided by law, rule or under this agreement including those listed in Exhibit "C." Failure by the Grantee to provide such documents, or provide other 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.

2.50 Incorporation by Reference: The Grantee and Commission agree that by entering into this Agreement, the parties explicitly incorporate by reference into this Agreement the applicable law and provisions of Chapters 341 and 427, Florida Statutes, Rules 14-90 and 41-2, Florida Administrative Code, and the Program Manual for the Trip & Equipment Grant, as revised on April 2, 2014.

2.60 Monitoring and Evaluation: The law provides that each local coordinating board annually evaluate the performance of the Grantee using evaluation criteria approved by the Commission. A copy of the evaluation report will be given to the designated official planning agency and the Commission. The Grantee must fully cooperate with the local coordinating board in the performance of its duties. The Grantee shall submit to the local coordinating board such data, reports, records, contracts, certifications and other financial or operational documents or products relating to the Project as provided by law, rule or under this agreement. Failure by the Grantee to cooperate with, or to provide such documents or other products to the local coordinating board 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 \$652,920.00. This amount is based upon the amounts summarized in Exhibit "B" and by this reference made a part hereof. The Grantee agrees to bear all expenses in excess of the total estimated cost of the Project and any deficits involved, including any deficits revealed by an audit performed in accordance with Article 11.00 hereof after completion of the project.

4.00 Commission Participation: The Commission agrees to maximum participation, including contingencies, in the Project in the amount of \$587,628.00 as detailed in Exhibit "B," or in an

amount equal to the percentage(s) of total actual project cost shown in Exhibit "B," whichever is less.

4.10 Eligible Costs: Trip and Equipment Grant Funds, derived exclusively from the Transportation Disadvantaged Trust Fund, may only be used by the Commission and the Grantee to subsidize a portion of a transportation disadvantaged person's transportation costs which is not sponsored by any other agency, and then only if a match, as specified in the Program Manual for the Trip and Equipment Grant, is provided by the Grantee. Trip and Equipment Grant Funds may also be used to purchase capital equipment used for the provision of non-sponsored transportation services.

4.20 Eligible Project Expenditures: Project costs 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 Article 17.00 of this Agreement;
- c) Commission approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available;
- d) Submission of all certifications, invoices, detailed supporting documentation, or other obligating documents and all other terms of this agreement.

If the Grantee wishes to purchase vehicles or other equipment with Transportation Disadvantaged Trust Funds after the date this Agreement becomes effective, the Grantee must first obtain written approval of such acquisition from the Commission and then execute an amended Exhibit "A."

4.30 Project Funds: In addition to other restrictions set out in this Trip and Equipment Grant agreement, the Grantee must also adhere to the following limitations on the use of Transportation Disadvantaged Trust Funds:

4.31 Transfer of Funds: A Grantee in a non-multi-county designated service area, may not borrow, loan or otherwise transfer Transportation Disadvantaged Trust Funds from one designated service area to another without the express written approval of the Commission.

4.32 Use of Vehicles: The Grantee may only purchase vehicles with Transportation Disadvantaged Trust Funds which the Grantee actually uses to transport eligible transportation disadvantaged passengers in the coordinated system.

4.40 Front End Funding: Front end funding is not applicable.

5.00 Retainage: Retainage is not applicable.

6.00 Project Budget and Disbursement Schedule:

6.10 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. The budget may be revised periodically, but no budget revision shall be effective unless it complies with fund participation requirements established in Article 4.00 of this Agreement and is approved in writing by the Commission. Any budget revision that changes the fund participation requirements established in Article 4.00 of this agreement shall not be effective unless approved in writing by the Commission and the Florida Department of Transportation Comptroller.

6.20 Schedule of Disbursements: The Grantee shall abide by the Commission approved disbursements schedule, contained in Exhibit "B." This schedule shall show estimated disbursement of Commission funds for the entire term of the Project by month or quarter of the fiscal year in accordance with Commission fiscal policy. The schedule may be divided by Project phase where such division is determined to be appropriate by the Commission. Any deviation from the approved schedule in Exhibit "B" requires advance submission of a supplemental schedule by the agency and advance approval by the Commission. Reimbursement for the Commission's share of the project shall not be made for an amount greater than the cumulative total up to any given month as indicated in the disbursement schedule in Exhibit "B." Grantee shall invoice on a monthly basis actual costs that may be above or below (+/-) the amount of the monthly allocation disbursement schedule reflected on Exhibit "B". At times, this may result in "underbilling" or "overbilling". Any excess (underbilled) funds may be recaptured on a monthly invoice that does not exceed the cumulative total of funds disbursed to date with supporting documentation. No excess funds remaining on the grant at the end of the grant period will be reimbursed to the Grantee. Any overpayment of TD funds must be repaid to the Commission upon project completion.

7.00 Accounting Records, Audits and Insurance:

7.10 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 non-sponsored financing program, either separate accounts to be maintained within its existing accounting system, or establish independent accounts. Such non-sponsored 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.

Should the Grantee provide "sponsored" transportation to other purchasing agencies within the coordinated system during the time period of this Agreement, the Grantee shall maintain detailed documentation supporting the "sponsored" transportation to the other purchasing agencies, and must make this documentation 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.

7.20 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 non-sponsored transportation 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.

7.30 Costs Incurred for the Project: The Grantee shall charge to the Project Account only 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.

7.40 Documentation of Project Costs and Claims for Reimbursement: All costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by properly executed payrolls, time records, invoices, contracts, driver's manifests, vouchers, vehicle titles, and other detailed supporting documentation evidencing in proper detail the nature and propriety of the charges. Records must be kept to show how the value placed on third party transactions was derived.

The Grantee shall provide sufficient detailed documentation for each cost or claim for reimbursement to allow an audit trail to ensure that the services rendered or costs incurred were those which were promised. The documentation must be sufficiently detailed to comply with the laws and policies of the Department of Financial Services.

7.50 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 Grantee's existing accounting system, and, to the extent feasible, kept separate and apart from all other such documents.

7.60 Audits:

Part I: Federally Funded

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Commission. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II: State Funded

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules

of the Auditor General. EXHIBIT "D" to this agreement indicates state financial assistance awarded through the Commission by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Commission, 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.

2. The Recipient 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), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient 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 nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III: Other Audit Requirements

The Recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Commission, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Commission to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I above shall be submitted, when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

Florida Department of Transportation
Office of Comptroller, MS 24
Tallahassee, Florida 32399-0450
605 Suwannee Street
Tallahassee, Florida 32399-0450
Email: FDOTSingleAudit@dot.state.fl.us

- A. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse) at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- B. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. In the event that a copy of the reporting package for an audit required by Part I above and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Commission for reasons pursuant to section .320(e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320(e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation
Office of Comptroller, MS 24
Tallahassee, Florida 32399-0450
605 Suwannee Street
Tallahassee, Florida 32399-0450
Email: FDOTSingleAudit@dot.state.fl.us

In addition, pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to:

Florida Department of Transportation
Office of Comptroller, MS 24
Tallahassee, Florida 32399-0450
605 Suwannee Street
Tallahassee, Florida 32399-0450
Email: FDOTSingleAudit@dot.state.fl.us

3. Copies of financial reporting packages shall be submitted by or on behalf of the recipient directly to each of the following:

Florida Department of Transportation
Office of Comptroller, MS 24
Tallahassee, Florida 32399-0450
605 Suwannee Street
Tallahassee, Florida 32399-0450
Email: FDOTSingleAudit@dot.state.fl.us

And

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by audit findings shall be submitted by or on behalf of the recipient directly to:

Florida Department of Transportation
Office of Comptroller, MS 24
Tallahassee, Florida 32399-0450
605 Suwannee Street
Tallahassee, Florida 32399-0450
Email: FDOTSingleAudit@dot.state.fl.us

Part V: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the Trip and Equipment Grant agreement for a period of at least five years from the date the audit report is issued, and shall allow the Commission, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Commission, or its designee, CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Commission.

Monitoring:

In addition to reviews of audits conducted in accordance with Section 215.97, F.S., as revised (see "Audits" above), monitoring procedures may include, but not be limited to, on-site visits by Commission staff. The recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Commission. In the event the Commission determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Commission staff regarding such audit. The CTC further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Transportation's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

7.70 Insurance: The Grantee shall carry insurance on Project vehicles and equipment, and guarantee liability for minimum coverage as follows:

7.71 Liability: Liability coverage in an amount of \$200,000 for any one (1) person, \$300,000 per occurrence at all times in which Project vehicles or equipment are engaged. The Grantee shall insure that contracting Transportation Operators also maintain the same minimum liability insurance, or an equal governmental insurance program.

7.72 Collision: Collision, fire, theft, and comprehensive coverage in any amount required to pay for any damages to the Project vehicle(s) and equipment including restoring to its then market value or replacement.

7.73 Property Insurance: The Grantee shall carry fire, theft, and comprehensive coverage property insurance, with replacement cost value, on equipment, other than vehicles, purchased with Transportation Disadvantaged Trust Funds.

7.74 Other Insurance: The above required insurance will be primary to any other insurance coverage that may be applicable.

8.00 Requisitions and Payments:

8.10 Preliminary Action by the Grantee: In order to obtain any Transportation Disadvantaged Trust Funds, the Grantee shall:

8.11 File with the Commission for the Transportation Disadvantaged, 605 Suwannee Street, Mail Station 49, Tallahassee, Florida, 32399-0450, its requisition or invoice on a form or forms prescribed by the Commission, and such other detailed supporting documentation pertaining to the Project Account and the Project (as listed in Exhibit "C" hereof) as the Commission may require, to justify and support the payment requisitions, invoices, and vouchers, as specified in the Commission's Grant Agreement/Contract Invoicing Procedures.

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

8.20 The Commission's Obligations: Subject to other provisions hereof, the Commission will honor such requisitions 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 Account if:

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

8.22 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;

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

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

8.25 Default: The Grantee has been determined by the Commission to be in default under any of the provisions of this or any other Agreement which the Grantee has with the Commission; or

8.26 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.

8.30 Disallowed Costs: In determining the amount of the Grantee's payment, the Commission will exclude all costs incurred by the Grantee prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the Project, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, and costs attributable to goods, equipment, vehicles or services received under a contract or other arrangements which have not been approved in writing by the Commission or certified by the Grantee, pursuant to Exhibit "C."

8.40 Invoices for Goods or Services: Invoices for goods or services or expenses provided or incurred 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 3A-24, 41-2 and 60A-1, Florida Administrative Code, and the Program Manual for the Trip & Equipment Grant is met.

8.50 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 (60) days to the Commission. Offsetting any amount pursuant to this section shall not be considered a breach of contract by the Commission.

9.00 Termination or Suspension of Project:

9.10 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 8.20, 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.

9.20 Action Subsequent to Notice of Termination or Suspension: Upon receipt of any final termination or suspension notice under this Paragraph, 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.

9.30 Public Access to Records: The Commission reserves the right to unilaterally cancel this agreement for refusal by the Grantee or its contractors to allow public access to all documents, papers, letters, records or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this agreement.

10.00 Remission of Project Account Upon Completion of Project: Upon completion and after financial audit of the Project, and after payment, provision for payment, or reimbursement of all Project costs payable from the Project Account is made, the Grantee shall remit to the Commission its share of any unexpended balance in the Project Account.

11.00 Audit and Inspection: The Grantee shall permit, and shall require its contractors to permit, the Commission's authorized representatives to inspect all work, materials, payrolls, 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.

12.00 Contracts of the Grantee:

12.10 Third Party Agreements: The Grantee shall not execute any contract or obligate itself in any manner requiring the disbursement of Transportation Disadvantaged Trust Fund moneys, including transportation operator and consultant contracts or amendments thereto, with any third party with respect to the Project without being able to provide a written certification by the Grantee that the contract or obligation was executed in accordance with the competitive procurement requirements of Chapter 287, Florida Statutes, Chapter 427, Florida Statutes, and the rules promulgated by the Department of Management Services. Failure to provide such certification, upon the Commission's request, shall be sufficient cause for

nonpayment by the Commission as provided in Paragraph 8.23. The Grantee agrees, that by entering into this Agreement, it explicitly certifies that all of its third party contacts will be executed in compliance with this section.

12.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Commission in a project with a Grantee, where the project involves a consultant contract for any service, is contingent on the Grantee complying in full with provisions of Section 287.055, Florida Statutes, Consultants Competitive Negotiation Act. The Grantee shall certify compliance with this law to the Commission for each consultant contract it enters.

12.30 Competitive Procurement: Procurement of all services, vehicles, equipment or other commodities shall comply with the provisions of Section 287.057, Florida Statutes. Upon the Commission's request, the Grantee shall certify compliance with this law.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

13.10 Equal Employment Opportunity: In connection with the carrying out of this Agreement, 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.

13.20 Title VI - Civil Rights Act of 1964: The Grantee must 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 Grantee pursuant thereto.

13.30 Prohibited Interests:

13.31 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.

13.32 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 to be used in the work of this agreement or in the performance of any other work for which the Grantee is responsible.

13.33 Solicitations: No officer or employee of the Grantee shall directly or indirectly solicit or accept funds from any person who has, maintains, or seeks business relations with the Grantee.

13.34 Former Employees - Contractual Services: Unless authorized in writing by the Commission, no employee of the Grantee shall, within 1 year after retirement or termination, have or hold any employment or contractual relationship with any business entity in connection with any contract for contractual services which was within his or her responsibility while an employee.

13.35 Former Employees - Consulting Services: The sum of money paid to a former employee of the Grantee during the first year after the cessation of his or her responsibilities, by the Grantee, for contractual services provided to the Grantee, shall not exceed the annual salary received on the date of cessation of his or her responsibilities. The provisions of this section may be waived by the Grantee for a particular contract if the Grantee determines, and the Commission approves, that such waiver will result in significant time or cost savings for the Grantee and the project.

The Grantee shall insert in all contracts entered into in connection with this Agreement and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of the Grantee during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this section shall not be applicable to any agreement between the Grantee and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a Governmental agency.

13.40 Non-discrimination of Persons With Disabilities: The Grantee and any of its contractors or their sub-contractors shall not discriminate against anyone on the basis of a handicap or disability (physical, mental or emotional impairment). The Grantee 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 Grantee shall also assure compliance with The Americans with Disabilities Act, as amended, as it may be amended from time to time.

13.50 Lobbying Prohibition: No Grantee may use any funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. No Grantee 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.

13.60 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.

13.70 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 to learn more about E-Verify.

14.00 Miscellaneous Provisions:

14.10 Environmental Pollution: All Proposals, Plans, and Specifications for the acquisition, reconstruction, or improvement of vehicles or equipment, shall show that such vehicles or equipment are equipped to prevent and control environmental pollution.

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

14.30 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.

14.40 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.

14.50 Bonus and Commissions: By execution of the Agreement 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.

14.60 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 or Federal law. Provided, that if any of the provisions of the Agreement violate any applicable State or Federal 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 Grantee to the end that the Grantee may proceed as soon as possible with the Project.

14.70 Purchased Vehicles or Equipment:

14.71 Maintenance of Purchased Vehicles or Equipment: The Grantee agrees to maintain the vehicles and equipment purchased or financed in whole or in part with Transportation Disadvantaged Trust Funds pursuant to this Agreement in good working order for the useful life of the vehicles and equipment. The Grantee agrees not to make alterations or modifications to the equipment or vehicles without the consent of the Commission. Any lease or assignment of operational responsibility of project vehicles and equipment to third-persons is not allowed unless approved in writing by the Commission.

14.72 Utilization: The Grantee agrees to assure that all Project equipment and vehicles purchased with Transportation Disadvantaged Trust Funds are used to meet the identified transportation needs of the non-sponsored and in support of the service plan established under the provisions of Rule 41-2, Florida Administrative Code, to serve the transportation needs of the transportation disadvantaged of the area. Purchased Project equipment and vehicles shall be operated to their maximum possible efficiency. Purchased vehicles and equipment will be used for the period of their useful lives in accordance with the most current Commission policies. The Commission may, after consultation with the Grantee, transfer purchased equipment and vehicles that it deems to be underutilized or that is not being operated for its intended purpose. This underutilized equipment and vehicles will

be returned to the Commission at a specified location at a mutually agreeable time. Reimbursement of any equity or interest of the Grantee will be made after another party has assumed the obligations under the terms and conditions of this Agreement or disposal of said items by sale has occurred. The Commission shall make the sole determination of the Grantee's interest and reimbursement. As determined by the Commission, failure to satisfactorily utilize vehicles and equipment that are purchased with Project funds shall be sufficient cause for non-payment by the Commission as provided in Paragraph 8.25.

14.73 Disposal of Purchased Project Equipment: Useful life of capital equipment is defined in the Commission's Capital Equipment Procedure as incorporated herein by reference. The following applicable process must be used prior to disposition of any capital equipment purchased with these grant funds:

a) While the Grantee is still under contract with the Commission and the capital equipment still has useful life, the Grantee must request written approval from the Commission prior to disposing of any equipment purchased or financed in whole or in part pursuant to this Agreement, including vehicles, during its useful life, for any purpose. Proceeds from the sale of purchased project equipment and vehicles shall be documented in the project file(s) by the Grantee. With the approval of the Commission, these proceeds may be re-invested for any purpose which expands transportation disadvantaged services for the non-sponsored. If the Grantee does not elect to re-invest for purposes which expand transportation disadvantaged services, the gross proceeds from sale shall be refunded to the Commission in the same participation percentage ratios as were used to fund the original purchase.

b) The purchase of all vehicles and equipment financed in whole or in part pursuant to this Agreement shall be undertaken by the Grantee on behalf of the Florida Commission for the Transportation Disadvantaged in accordance with State regulations and statutes. Title to any vehicle purchased with Project funds shall be in the name of the Grantee, subject to lien in favor of the Commission. The Commission will relinquish all interest in the vehicles and equipment when it has reached the end of its useful life and at this time the Commission will satisfy its lien of record.

c) When a Grantee is no longer an eligible recipient of trip and equipment grant funds and no longer a Commission approved Community Transportation Coordinator, the capital equipment with useful life purchased with these grant funds must be transferred to an eligible recipient in accordance with the Commission's Capital Equipment Procedure.

15.00 Plans and Specifications: In the event that this agreement involves the purchasing of capital equipment or major components thereof, upon the Commission's request the Grantee shall submit to the Commission, certification that all such equipment meets or exceeds the requirements as identified in Exhibit "A." Failure to abide by this requirement shall be sufficient cause for nonpayment by the Commission as provided in Paragraph 8.23.

16.00 Contractual Indemnity: To the extent permitted by law, the Grantee shall indemnify, defend, save, and hold harmless the Commission and all their officers, agents or employees from all suits, actions, claims, demands, and liability of any nature whatsoever arising out of, because of, or due to breach of the agreement by the Grantee or its subcontractors, agents or employees or due to any negligent act, or occurrence of omission or commission of the Grantee, its subcontractors, agents or employees. Neither the Grantee nor any of its agents will be liable under this article for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Commission or any of their officers, agents or employees. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes or any similar provision of law. Notwithstanding the foregoing, pursuant to Section 768.28, Florida Statutes, no agency or subdivision of the state shall be required to indemnify, insure, or assume any liability for the Commission's or any subcontractor's or other entity's negligence.

17.00 Appropriation of Funds:

17.10 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.

17.20 Multi-Year Commitment: Whereas the Commission is created in the Florida Department of Transportation (Department) and assigned to the Secretary of the Florida Department of Transportation for administrative and fiscal accountability purposes; in the event this agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(7)(a) and Section 287.058, Florida Statutes, are hereby incorporated:

The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of twenty-five thousand dollars and having a term for a period of more than one year.

In the event that this Agreement is for more than one year, this Agreement may be renewed on a yearly basis for a period of up to two (2) years after the initial Agreement or for a period no longer than the term of the original Agreement, whichever period is longer, on the condition that renewals shall be contingent upon satisfactory performance

evaluations by the Grantee and is subject to the availability of funds. The Commission's performance and obligation to pay under any multi-year Agreement is explicitly contingent upon an annual appropriation by the Legislature.

18.00 Expiration of Agreement: The Grantee agrees to complete the Project on or before June 30, 2015. 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 Article 9.00 of this agreement shall be initiated. For the purpose of this Article, completion of project is defined as the latest date by which services may have been provided or equipment funds may have been received as provided in the project description (Exhibit "A"). Unless otherwise extended by the Commission, all reimbursement invoices must be received by the Commission no later than August 15, 2015.

19.00 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.

20.00 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.

21.00 Vendors and Subcontractors Rights:

21.10 Vendors (in this document identified as the 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 twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services after receiving an approved invoice from the Commission. 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 per day (as defined by Rule) will be due and payable, in addition to the invoice amount to the Grantee. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Grantee requests payment. Invoices which have to be returned to a Grantee because of vendor 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 Financial 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 or toll free (877) 693-5236.

21.20 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 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 seven (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 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.

22.00 Modification: This Agreement may not be changed or modified unless authorized in writing by the Commission.

FM/JOB No(s). 43202718401/43202818401
CONTRACT NO. _____
AGREEMENT
DATE _____

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

GRANTEE: Manatee County Board of County Commissioners of **COMMISSION FOR THE TRANSPORTATION DISADVANTAGED**

BY: Larry Bustle

BY: _____

TITLE: CHAIRMAN

TITLE: Executive Director (Commission Designee)

ATTEST: R. B. SHORE
CLERK OF CIRCUIT COURT
BY: Jacqueline Ruskold
DEPUTY CLERK



FM/JOB No(s). 43202718401/43202818401
CONTRACT NO. _____
AGREEMENT _____
DATE _____

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES
TRIP/EQUIPMENT

This exhibit forms an integral part of that Grant Agreement, between the State of Florida, Commission for the Transportation Disadvantaged and Manatee County Board of County Commissioners d/b/a Manatee County Area Transit, 1108 26th Avenue East, Bradenton, Florida 34208.

PROJECT LOCATION: Manatee County(ies)

PROJECT DESCRIPTION: To purchase passenger trips and/or capital equipment so that transportation can be provided to the non-sponsored transportation disadvantaged in accordance with Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, the most current Commission policies and the Program Manual for the Trip & Equipment Grant for non-sponsored trips and/or capital equipment as revised on April 2, 2014. Services shall be provided and equipment, including vehicles, will be utilized through a coordinated transportation system which has a Memorandum of Agreement in effect, as set forth in Chapter 427, Florida Statutes and Rule 41-2, Florida Administrative Code. Trips shall be purchased at the fares indicated in Exhibit B, Page 2 of 2 attached to and made a part of this agreement. Capital equipment will consist of:

None

SPECIAL CONSIDERATIONS BY GRANTEE:

1. All project equipment or vehicles shall meet or exceed the applicable criteria set forth in the latest Florida Department of Transportation's Guidelines for Acquiring Vehicles or criteria set forth by any other federal, state, or local government agency.

SPECIAL CONSIDERATIONS BY COMMISSION:

Not applicable

EXHIBIT "B"
PROJECT BUDGET AND DISBURSEMENT SCHEDULE

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and Manatee County Board of County Commissioners d/b/a Manatee County Area Transit, 1108 26th Avenue East, Bradenton, Florida 34208.

I. PROJECT COST:

Estimated Project Cost shall conform to those eligible Costs as indicated by Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, the most current Commission policies and the Program Manual for the Trip & Equipment Grant for non-sponsored trips and/or capital equipment as revised on April 2, 2014. Trips shall be purchased at the fares indicated in Exhibit B, Page 2 of 2 attached to and made a part of this agreement.

Grantee shall invoice on a monthly basis actual costs that may be above or below (+/-) the amount of the monthly allocation disbursement schedule reflected on Exhibit "B". At times, this may result in "underbilling" or "overbilling". Any excess (underbilled) funds may be recaptured on a monthly invoice that does not exceed the cumulative total of funds disbursed to date with supporting documentation. No excess funds remaining on the grant at the end of the grant period will be reimbursed to the Grantee. Any overpayment of TD funds must be repaid to the Commission upon project completion.

Non-sponsored Trips	\$652,717.00	FM# <u>43202718401</u>
Voluntary Dollar	\$203.00	FM# <u>43202818401</u>

TOTAL	\$652,920.00	
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II. SOURCE OF FUNDS:

Commission for the Transportation Disadvantaged State Funds (no more than 90%)	\$587,445.00
Local Cash Funds	\$65,272.00
Voluntary Dollar Contributions	\$183.00
Monetary Value of In-Kind Match	\$20.00
Total Project Cost	<u>\$652,920.00</u>

III. DISBURSEMENT SCHEDULE OF COMMISSION (State) FUNDS

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY <u>14/15</u>	49,145	48,953	48,953	48,953	48,953	48,953	48,953	48,953	48,953	48,953	48,953	48,953

**TRANSPORTATION DISADVANTAGED TRUST FUND
SERVICE RATES
EXHIBIT B
PAGE 2 OF 2**

COMMUNITY TRANSPORTATION COORDINATOR: Manatee County Board of County Commissioners
EFFECTIVE DATE: July 1, 2014

TYPE OF SERVICE TO BE PROVIDED	UNIT (Passenger Mile or Trip)	COST PER UNIT \$
Ambulatory	Trip	\$21.02
Wheelchair	Trip	\$36.03
Escort	Trip	\$2.00

FM/JOB No(s). 43202718401/43202818401
CONTRACT NO. _____
AGREEMENT _____
DATE _____

EXHIBIT "C"
TRIP/EQUIPMENT

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and Manatee County Board of County Commissioners d/b/a Manatee County Area Transit, 1108 26th Avenue East, Bradenton, Florida 34208.

THE GRANTEE SHALL RETAIN AND/OR SUBMIT THE FOLLOWING REQUIRED DOCUMENTS AND CERTIFICATIONS:

DOCUMENTS:

Submit invoices for goods and services, with detailed supporting documentation, in detail sufficient for a proper pre-audit and post-audit thereof.

Retain, and upon request, submit drivers' manifests, with supporting detailed documentation, in detail sufficient for a proper pre-audit and post-audit thereof.

CERTIFICATIONS:

Certification of Equivalent Service in accordance with the Commission's policy on the acquisition of vehicles as it pertains to the Americans with Disabilities Act, as amended. Said certification shall accompany any reimbursement request for vehicles and shall use the Commission approved format.

THIRD PARTY CONTRACTS: The Grantee must certify to all third party contracts pursuant to Section 12.10 except that written approval is hereby granted for:

1. Contracts furnishing contractual services or commodities from a valid State or inter-governmental contract including the Memorandum of Agreement and Transportation Disadvantaged Service Plan as set forth in Section 287.042(2), Florida Statutes.
2. Contracts furnishing contractual services or commodities for an amount less than Category II as set forth in Section 287.017(2), Florida Statutes (\$35,000).
3. Contracts for consultant services for an amount less than Category I as set forth in Section 287.017(1), Florida Statutes (\$20,000).

FM/JOB No(s). 43202718401/43202818401
CONTRACT NO.
AGREEMENT
DATE

EXHIBIT "D"

STATE AGENCY: FLORIDA DEPARTMENT OF TRANSPORTATION / FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED

CSFA #: 55.001

TITLE: FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED (COMMISSION) TRIP AND EQUIPMENT GRANT PROGRAM

TOTAL STATE FUNDING AMOUNT: \$587,628.00

COMPLIANCE REQUIREMENTS:

ALLOWED ACTIVITIES:

Trip

An eligible non-sponsored trip is one that originates or ends in the Community Transportation Coordinator's service area. The Commission funds for non-sponsored trips shall be expended through a Community Transportation Coordinator, which is operating under a current Memorandum of Agreement (MOA), and will be expended at the fare structure contained in the approved Transportation Disadvantaged Service Plan for the particular type or mode of service. Lack of an executed MOA and approved Transportation Disadvantaged Service Plan will prevent the expenditure of any of these non-sponsored trip/equipment funds unless otherwise approved in writing by the Commission or their designee. [Program Manual for Trip & Equipment Grants, Rule 41-2.014, Florida Administrative Code].

Equipment

Capital Equipment is any equipment used to maintain or provide improved or expanded transportation services to the transportation disadvantaged and is exclusively utilized by the Community Transportation Coordinator. Eligible capital equipment includes but is not limited to:

- small medium buses, cutaway vans (van body on truck chassis), etc.;
- station wagons or vans;
- wheelchair lifts, ramps, and restraints;
- two-way radios and communications equipment (TDD-Telecommunications Device for the Deaf), cell phones, excluding annual service contracts;
- computer hardware/software;
- support equipment, other than items specifically identified in this section, above \$500 per piece;
- vehicle procurement, testing, inspection acceptance, and vehicle rehabilitation when the rehabilitation extends the life of the vehicle one year beyond the original expectancy; and
- initial installation or set-up costs of any of the above items.

EQUIPMENT/REAL PROPERTY MANAGEMENT:

All vehicles purchased with Transportation Disadvantaged Funds shall be titled to the recipient agency with a lien to the Florida Commission for the Transportation Disadvantaged. Equipment purchased with this grant shall be for exclusive use by the Community Transportation Coordinator and shall not be leased or assigned for operational responsibility to third parties, unless approved in writing by the Commission. The Commission shall retain a majority of the interest in all capital equipment until the useful life of such equipment has been consumed. At that time, the grantee may dispose of such equipment with the written permission of the Commission in accordance with the Commission's Capital Equipment Procedures. [Program Manual for Trip & Equipment Grants].

In accordance with the Americans with Disabilities Act, all vehicles purchased through this grant, which are to be utilized on a fixed route/fixed schedule service, must be lift equipped. Recipients who intend to utilize project vehicles for demand response services shall assure their demand response service offered to individuals with disabilities, including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities. [Program manual for the Trip & Equipment Grants].

The Community Transportation Coordinator may allocate up to 25 percent of the total project budget for capital expenditures excluding voluntary dollar contributions. Each vehicle or other capital equipment purchase must be covered for liability insurance. The Commission must be made an additional insured for liability policies. [Program Manual for Trip & Equipment Grants, Rule 41-2.014(2)(a), Florida Administrative Code].

MATCHING:

The trip/equipment grant program requires a local match. In defining local match, Rule 41-2.014(3), Florida Administrative Code, requires that eligible grant recipients must provide at least 10 percent of the total project cost as the local share. Examples of cash generated from local sources include local appropriations, dedicated tax revenues, private donations, net income generated from advertising and concessions, contract revenues, and farebox revenues. No federal or state revenues are acceptable as local generated cash. [Program Manual for Trip & Equipment Grants].

A 10 percent match is required for the money from the voluntary dollar contribution generated from the annual vehicle registration forms and must be in-kind match. Examples of in-kind match include non-cash donations, volunteered services, and salaries and fringe benefits. The value of each of these must be documented, reasonable and necessary for the arrangement or provision of transportation disadvantaged services. Service provided with State or Federal government revenues is not accepted as in-kind match. [Program Manual for Trip & Equipment Grants].

PERIOD OF AVAILABILITY:

Project costs eligible for State participation will be allowed only from the date of the Agreement. [Grant Agreement Provision 4.20].

SUBRECIPIENT MONITORING:

Third party contracts are contracts between a grantee and any subgrantee, or pass through funding recipient, consultants, or others in the private sector for work needed to carry out a project. Unless otherwise authorized in writing by the Commission, the Grantee may not execute any contract or obligate itself in any manner requiring the disbursement of Transportation Disadvantaged Trust Fund money, including transportation operator and consultant contracts or amendments thereto, with any third party with respect to the project without being able to provide a written certification (upon the Commission's request) by the Grantee that the contract or obligation was executed in accordance with the competitive procurement requirements of Chapter 287, Florida Statutes, Chapter 427, Florida

Statutes, and the rules promulgated by the Department of Management Services. The procurement, execution, audit and closing of third-party contracts are basic grantee responsibilities and must be carried out using the same guidelines and procedures as described in Chapter 287, Florida Statutes. Inter-agency agreements or contracts passing through grant funds to other public bodies (including public transit operators) or transportation operators as defined in Chapter 427, Florida Statutes, are not third-party contracts. However, the pass-through recipient must comply with Chapter 287, Florida Statutes, if it enters into any subsequent third-party contract using Transportation Disadvantaged Trust Funds. [Grant Agreement Provision 12.10; Program Manual for Trip & Equipment Grants].

In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, as revised, monitoring procedures may include, but not be limited to, on-site visits by Commission staff. The Grantee agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Commission, the Florida Department of Transportation's Office of Inspector General (OIG) and Florida's Chief Financial Officer or Auditor General. [Program Manual for Trip & Equipment Grants].