

# Transportation Disadvantaged Coordinating Board Agenda

Date | Time: August 24, 2020 | 2 PM

The Transportation Disadvantaged Coordination Board (TDCB) serves to identify local service needs and provide information, advice, and direction to the Community Transportation Coordinator (CTC) on the coordination of services to be provided to the TD program. The TDCB focuses on compliance with state requirements for TD planning and ensuring that public transportation is accessible to everyone, including the transportation disadvantaged. TDCB membership is composed of several representatives such as: health and human services agencies, the elderly and disabled, citizens, and the private transportation industry and is established pursuant to Rule 41- 2.012(3), Florida Administrative Code (FAC).

## Call Regular Meeting to Order

Proper Noticing, Roll-Call, Determination of Quorum

Sumter County TDCB Chair, Commissioner Don Burgess

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## I. AGENDA UPDATE

Proposed revisions to today's Agenda.

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## II. OPPORTUNITY FOR PUBLIC COMMENT (on agenda items or general comments)

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## III. CONSENT ITEMS

### A. CONSENT AGENDA:

- i. *Approval of June 8, 2020 Meeting Minutes*

*Attachment: [Sumter County TDCB June 8, 2020 Meeting Minutes](#)*

- ii. *Review and approval of the MPO's Sumter County Transportation Disadvantaged Planning Grant Agreement for FY2020/21. Task pages are included in the agenda packet for review.*

*Attachment: [MPO Planning Grant Agreement for Sumter County](#)*

- iii. *Subcommittee Annual Appointment. All subcommittees are fully staffed. Staff asks for all current members to be reappointed.*
  - a. *The Grievance Subcommittee consists of five members: Jo Santiago, Sandra Woodard, Calvin Smith, Steve Homan, and Bonnie Cowie.*
  - b. *The Bylaws Subcommittee consists of three members: Bonnie Cowie, Sandra Woodard, and Thomas Chase.*
  - c. *The CTC Evaluation Subcommittee consists of three members: Bonnie Cowie, Jo Santiago, and Thomas Chase.*

*Staff recommends approval of the CONSENT AGENDA as presented*

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## IV. PRESENTATIONS:

- A. The MPO has retained WSP to provide paratransit planning assistance to the Sumter County TDCB. WSP staff would like to introduce themselves to the Board.

## V. ACTION ITEMS:

- A. Sumter County Annual Operating Report (AOR)

The Florida Commission for the Transportation Disadvantaged (CTD) requires the Annual Operating Report to be submitted by September 15<sup>th</sup> of each year. The CTD evaluates and compiles the operating data provided by all CTC's, which are utilized to substantiate the need to seek Transportation Disadvantaged Trip & Equipment Grant funds from the Florida Legislature.

Transit staff will present for the FY 2019/20 Annual Operating Report

Staff recommends approval of the FY 2019/20 AOR

- B. Sumter County Annual Actual Budget Expenditures

Annually the CTD requires the Planning Agency to receive from the Community Transportation Coordination the Actual Expenditures for the past fiscal year.

Transit staff will present the Actual Expenditures Report for FY 2019/20

Staff recommends approval of the FY 2019/20 AER

## VI. DISCUSSION ITEMS

- A. Review and discussion of the Commission for the Transportation Disadvantaged (CTD) Ombudsman Report. The Sumter County TDCB is required to review the CTD Ombudsman's Report on a quarterly basis. *The CTD received no calls for Sumter County this quarter.*
- B. Final CTC Evaluation Submitted to CTD on August 6, 2020. Provided for information is a copy of the 2018-2019 Community Transportation Coordinator (CTC) Evaluation approved at the June 8, 2020 meeting. This is for information only.  
*Attachment: Sumter County CTC Evaluation for FY 2019/20*
- C. 2045 Long Range Transportation Plan (LRTP) – Status Update on Planning Tasks Mr. Michael Woods, MPO staff, will provide a status update on the 2045 LRTP ongoing and upcoming planning tasks and meetings. This is for information only.  
*Attachment: DRAFT 2045 LRTP Needs Plan and Cost Feasible Plan*
- D. Blind Americans Equality Day. In 1964, Congress passed a resolution allowing former President Lyndon Johnson to proclaim October 15 to be "White Cane Safety Day". Besides serving as a national observance in the United States, it enables us to celebrate the achievements of people who are blind or visually impaired and the important symbol of blindness and a tool of independence, the white cane. In 2011, "White Cane Safety Day" was named "Blind Americans Equality Day". A resolution declaring October 15, 2020 as "Blind Americans Equality Day" will be presented to the MPO Governing Board at the August 26, 2020 meeting for their approval.

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## VII. REPORTS

- A. FDOT – Jo Santiago
- B. Sumter County Transit – Keith Stevenson, Fleet Manager
- C. MTM Transit
- D. Lake Sumter MPO – Mike Woods,
  - i. *Legislative Update: MPOAC Year-End Legislative Summary 07/28/2020*
  - ii. *MPO Quarter Progress Report 08/06/2020*
  - iii. *UZURA Advantage Ride Polit Program <https://www.youtube.com/watch?v=9o38QrultJ8>*
  - iv. *Performance Evaluation – Advantage Ride Pilot Program Report*
  - v. *CTD Business Meeting August 26, 2020 @ 1:00PM <https://ctd.fdot.gov/CTDcalendar.htm>*

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## VIII. BOARD MEMBER COMMENTS

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## IX. ADJOURNMENT

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## X. NEXT MEETING DATE – NOVEMBER 9, 2020 @ 2 PM

Pursuant to the provisions of Chapter 286, Florida Statutes, Section 286.0105, if any person decides to appeal any decision made by the above named board with respect to any matter considered at the meeting, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. All interested citizens are welcome to attend. Persons with disabilities needing assistance to participate in any of the proceedings should contact (352) 315- 0170, 48 hours in advance of the meeting.



**AGENDA**  
**SUMTER COUNTY**  
**TRANSPORTATION DISADVANTAGED COORDINATING BOARD**  
**Minutes – June 8, 2020**

The Villages Sumter County Service Center  
8033 East CR 466  
Public Safety Annex Building Meeting Room  
Wildwood, FL

**Members Present**

Don Burgess, Chairman  
Jo Santiago  
Kim Rummell  
Sandra Woodard  
Tamyika Young  
Gustavo Henriquez  
Chantel Buck

**Representing**

Lake~Sumter MPO  
FDOT  
Veterans Service Office Representing Veterans  
FL Association CAA/Economically Disadvantaged  
Florida Agency for Health Care Administration  
Regional Workforce Development Board  
Technical Advisor

**Members Absent**

Sheri Peterson  
Christine Norris  
Jessie Riddle  
Steve Homan  
Bonnie Cowie  
Carlina Lindo  
Thomas Chase, Vice Chair

**Representing**

Dept. of Children & Families  
Public Education/Sumter County Schools  
Vocational Rehabilitation/Dept. of Education  
FL Department of Elder Affairs  
Citizen Advocate/User of the System  
Children at Risk  
Medical Community

**Staff Present**

Michael Woods  
Doris LeMay

**Representing**

Lake~Sumter MPO  
Lake~Sumter MPO

**CALL TO ORDER**

The meeting of the Sumter County Transportation Disadvantaged Coordinating Board (TDCB) was called to order at 2:06 p.m. by Chairman Burgess. Staff announced that the meeting was properly noticed, the roll was called, at which time it was noted that a quorum was present. (6 Voting Members)

**I. AGENDA UPDATE**

None

**II. OPPORTUNITY FOR PUBLIC COMMENT** (on agenda items or general comments)  
None

**III. CONSENT ITEMS**

A. CONSENT AGENDA:

- i. Approval of the December 2, 2019 Meeting Minutes
- ii. Annual update and approval of the Transportation Disadvantaged Coordinating Board Bylaws
- iii. Annual update and approval of the Transportation Disadvantaged Coordinating Board Grievance Procedures

On a motion by Chantel Buck seconded by Jo Santiago and carried unanimously by a Vote of 6-0, the Board approved Items 1 through 3 of the consent agenda as presented.

- B. Review & Approval of FY 2020/21 Rate Calculation Model for Transportation Disadvantaged Trust Fund Trips for Sumter County  
Keith Stevenson presented the FY 2020/21 Rate Calculation Model for TD Trust Fund Trips for Sumter County.

On a motion by Sandra Woodard seconded by Jo Santiago and carried unanimously by a 6-0 vote, the Board approved the FY 2020/21 Rate Calculation Model for TD Trust Fund Trips for Sumter County.

- C. Review & Approval of the Transportation Disadvantaged Service Plan (TDSP) Annual Update  
Mike Woods provided the TDSP Annual Update.

On a motion by Jo Santiago seconded by Chantel Buck and carried unanimously by a 6-0 vote, the Board approved the TDSP Annual Update as presented.

- D. CTC Evaluation for FY 19/20  
Mike Woods provided the CTC Evaluation for FY 19/20. Discussion continued.

On a motion by Chantel Buck seconded by Jo Santiago and carried unanimously by a 6-0 vote, the Board approved the CTC Evaluation for FY 19/20 as presented.

**IV. DISCUSSION ITEMS**

- A. COVID-19 Transit Response  
Keith Stevenson provided the Sumter County COVID-19 Transit Response.

**V. REPORTS**

- A. Florida CTD – Kyle Mills - None
- B. FDOT – Jo Santiago - None
- C. Sumter County CTC - Keith Stevenson - None
- D. Lake~Sumter MPO – Update on status of new office at 1300 Citizens Boulevard  
Leesburg

**VI. BOARD MEMBER COMMENTS –**

**VII. ADJOURNMENT**

There being no further business to discuss, the meeting adjourned at 2:39 p.m.

**VIII. NEXT MEETING:** August 24, 2020 @ 2:00 p.m.

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Chair Don Burgess

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Date

SAMAS Approp	<u>108846</u>	Fund	<u>TDTF</u>	FM/Job No(s)	<u>43202911401</u>
SAMAS Obj	<u>751000</u>	Function	<u>615</u>	CSFA No.	<u>55.002</u>
Org. Code	<u>55120000952</u>	Contract No		Vendor No.	<u>59-6000695</u>

**FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED  
PLANNING GRANT AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the STATE OF FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, created pursuant to Chapter 427, Florida Statutes, hereinafter called the Commission, and Lake-Sumter Metropolitan Planning Organization, 225 W. Guava Street, Suite 211, Lady Lake, FL 32159, hereinafter called the Grantee.

W I T N E S S E T H:

WHEREAS, the Grantee has the authority to enter into this Agreement and to undertake the Project hereinafter described, and the Commission has been granted the authority to carry out responsibilities of the Commission which includes the function of the Designated Official Planning Agency and other responsibilities identified in Chapter 427, Florida Statutes, or rules thereof;

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

**1.00 Purpose of Agreement:** The purpose of this Agreement is to provide financial assistance to accomplish the duties and responsibilities of the Official Planning Agency as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, and the Fiscal Year 2020-21 Program Manual and Application for the Planning Grant, 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 financial assistance to the Grantee and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed.

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

**2.10 Pursuant to Federal, State, and Local Law:** In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the 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.

**2.20 Funds of the Grantee:** The Grantee will provide the initial funds necessary for the completion of the project. The Grantee shall pay and not be reimbursed for funds exceeding the estimated project cost.

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

**2.40 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 and operational documents or products relating to the Project as the Commission may require as provided by law, rule or under this agreement. Failure by the Grantee to provide such documents, or provide documents or products required by previous agreements between the Commission and the Grantee, may, at the Commission's discretion, result in refusal to reimburse project funds or other permissible sanctions against the Grantee, including termination.

**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 Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, and the Fiscal Year 2020-21 Program Manual and Application for the Planning Grant.

**3.00 Total Project Cost:** The total estimated cost of the Project is \$ 21,889.00. This amount is based upon the budget summarized in Exhibit "B" and by this reference made a part hereof. The Grantee agrees to bear 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 Section 6.00 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 \$ 21,889.00 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:** Planning Grant Funds, derived exclusively from the Transportation Disadvantaged Trust Fund, may only be used by the Commission and the Grantee to undertake planning activities.

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

- a) The understanding that disbursement of funds will be made in accordance with the Commission's cash forecast;
- b) Availability of funds as stated in Section 13.00 of this Agreement;
- c) Commission approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available; and
- d) Submission of all certifications, invoices, detailed supporting documents or other obligating documents and all other terms of this agreement.

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



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

**5.10 The Project Budget:** The Grantee shall maintain the Commission approved Project Budget, as set forth in Exhibit "B", carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved budget for the Project. The budget may be revised periodically, but no budget revision shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved in writing by the Commission. Any budget revision which changes the fund participation requirements established in Section 4.00 of this agreement shall not be effective unless approved in writing by the Commission and the Florida Department of Transportation Comptroller.

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

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

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

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

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

**6.40 Documentation of Project Costs and Claims for Reimbursement:** All costs charged to the Project shall be supported by detailed supporting documentation evidencing in proper detail the nature and propriety of the charges. The Grantee shall provide sufficient detailed documentation for each cost or claim for reimbursement to allow an audit trail to ensure that the tasks accomplished or deliverables completed in acceptable form to the Commission were those which were promised. The documentation must be sufficiently detailed to comply with the laws and policies of the Department of Financial Services.

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

**6.60 Audits:**

1. The administration of resources awarded through the Commission to the Grantee by this Agreement may be subject to audits and/or monitoring by the Commission and the Department of Transportation (Department). The following requirements do not limit the authority of the Commission or the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Grantee shall comply with all audit and audit reporting requirements as specified below.
  - a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Grantee's use of state financial assistance may include but not be limited to on-site visits by Commission and/or Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Commission by this Agreement. By entering into this Agreement, the Grantee agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Commission and/or the Department. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Commission, the Department, the Chief Financial Officer (CFO) of the Department of Financial Services the State Auditor General and, the State Inspector General.
  - b. The Grantee a nonstate entity as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Commission through this Agreement is subject to the following requirements:
    - i. In the event the Grantee meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local

governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit D to this Agreement indicates state financial assistance awarded through the Commission by this Agreement needed by the Grantee to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Commission by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

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

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

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

- vi. The Grantee, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.
  - vii. Upon receipt, and within six months, the Department will review the Grantee's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Commission by this Agreement. If the Grantee fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Commission and/or the Department may take appropriate corrective action to enforce compliance.
  - viii. As a condition of receiving state financial assistance, the Grantee shall permit the Commission, the Department, or its designee, the State's Chief Financial Officer (CFO) or the Auditor General access to the Grantee's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Grantee shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Commission, the Department, or its designee, the State's CFO, or the Auditor General access to such records upon request. The Grantee shall ensure that the audit working papers are made available to the Commission, the Department, or its designee, the State's CFO or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Commission and/or the Department.

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

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

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

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

**7.12 Financial Consequence:** Payment shall not be made to the Grantee unless tasks have been completed and back up documentation as requested is provided to the Commission. The project must be completed no later than June 30, 2021.

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

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

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

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

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

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

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

**7.30 Invoices for Deliverables:** Invoices for deliverables pursuant to this Agreement shall be submitted in detail sufficient for a proper preaudit and postaudit thereof. Failure to submit to the Commission detailed supporting documentation with the invoice or request for project funds will be cause for the Commission to refuse to pay the amount claimed by the Grantee until the Commission is satisfied that the criteria set out in Chapters 287 and 427, Florida Statutes, Rules 3A-24, 41-2, and 60A-1, Florida Administrative Code, and the Fiscal Year 2020-21 Program Manual and Application for the Planning Grant is met. The Commission shall pay the Grantee for the satisfactory performance of each task as outlined in Exhibit "A" on a quarterly basis.

**7.40 Commission Claims:** If, after project completion, any claim is made by the Commission resulting from an audit or for work or services performed pursuant to this agreement, the Commission may offset such amount from payments due for work or services done under any grant agreement which it has with the Grantee owing such amount if, upon demand, payment of

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

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

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

**8.20 Action Subsequent to Notice of Termination or Suspension.** Upon receipt of any final termination or suspension notice under this Section, the Grantee shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and (3) remit to the Commission such portion of the financing and any advance payment previously received as is determined by the Commission to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Commission or upon the basis of terms and conditions imposed by the Commission upon the failure of the Grantee to furnish the schedule, plan, and budget within a reasonable time. The acceptance of a remittance by the Grantee shall not constitute a waiver of any claim which the Commission may otherwise have arising out of this Agreement.

## **8.30 Public Records:**

IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

850/410-5700  
CTDOmbudsman@dot.state.fl.us  
605 Suwannee Street, MS 49  
Tallahassee, Florida 32399

The Grantee shall keep and maintain public records required by the Commission to perform the service of this agreement.

Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the Grantee does not transfer the records to the Commission.

Upon completion of the agreement, transfer, at no cost, to the Commission all public records in possession of the Grantee or keep and maintain public records required by the Commission to perform the service. If the Grantee transfers all public records to the Commission upon completion of the contract, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records upon completion of the contract, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

Failure by the Grantee to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Commission.

## **9.00 Contracts of the Grantee:**

**9.10 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 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 Section 7.23. The Grantee agrees, that by entering into this Agreement, it explicitly certifies that all its third-party contracts will be executed in compliance with this section.

**9.20 Compliance with Consultants' Competitive Negotiation Act:** It is understood and agreed by the parties hereto that participation by the Commission in a project with the Grantee, where said project involves a consultant contract for any services, is contingent on the Grantee complying in full with the 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.

**9.30 Competitive Procurement:** Procurement of all services or other commodities shall comply with the provisions of Section 287.057, Florida Statutes.

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

**10.10 Equal Employment Opportunity:** In connection with the carrying out of any Project, the Grantee shall not discriminate against any employee or applicant for employment because of race, age, disability, creed, color, sex or national origin. The Grantee will take affirmative action

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

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

### **10.30 Prohibited Interests:**

**10.31 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.

**10.32 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.

**10.33 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.

**10.34 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 about any contract for contractual services which was within his or her responsibility while an employee.



**10.35 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.

**10.40 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 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 it may be amended from time to time.

**10.50 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.

**10.60 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.

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

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

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

## **11.00 Miscellaneous Provisions:**

**11.10 Environmental Pollution:** Not applicable.

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

**11.30 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.

**11.40 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.

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

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

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

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

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

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

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

**14.00 Expiration of Agreement:** The Grantee agrees to complete the Project on or before June 30, 2021. If the Grantee does not complete the Project within this time period, this agreement will expire. Expiration of this agreement will be considered termination of the Project and the procedure established in Section 8.00 of this agreement shall be initiated. For the purpose of this Section, completion of project is defined as the latest date by which all required tasks have been completed, as provided in

the project description (Exhibit "A"). Unless otherwise extended by the Commission, all reimbursement invoices must be received by the Commission no later than August 15, 2021.

**15.00 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.

**16.00 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.

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

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

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

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

When a contractor receives from a state agency any payment for contractual services, commodities, supplies, or construction contracts, except those construction contracts subject to the provisions of chapter 339, the contractor shall pay such moneys received to each subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the contractor, subcontractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to

subcontractors and suppliers within 7 working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the subcontractors and suppliers a penalty in the amount of one-half of 1 percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this subsection may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved party or the Department of Legal Affairs when it provides legal assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or vendors in proceedings brought against contractors under the provisions of this section.

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

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

**GRANTEE: LAKE-SUMTER METROPOLITAN  
PLANNING ORGANIZATION**

**COMMISSION FOR THE TRANSPORTATION  
DISADVANTAGED**

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

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

**TITLE:** Executive Director (Board Designee)

**TITLE:** Executive Director (Commission Designee)

**EXHIBIT "A"**  
**PROJECT DESCRIPTION AND RESPONSIBILITIES:**  
**PLANNING**

This exhibit forms an integral part of that Grant Agreement, between the State of Florida, Commission for the Transportation Disadvantaged and Lake-Sumter Metropolitan Planning Organization, 225 W. Guava Street, Suite 211, Lady Lake, FL 32159.

**I. PROJECT LOCATION:** Sumter County(ies)

**II. PROJECT DESCRIPTION:** This project provides for the accomplishment of the duties and responsibilities of the Designated Official Planning Agency as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies and the Fiscal Year 2020-21 Program Manual and Application for the Planning Grant. The project period will begin on the date of this agreement and will end on the date indicated in Section 14.00 hereof. Specific required tasks are as follows:

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

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

**TASK 2 A:** **Weighted value = 15%**  
 When necessary and in cooperation with the LCB, solicit and recommend a CTC. The selection will be accomplished, to the maximum extent feasible, through public competitive bidding or proposals in accordance with applicable laws and rules. Such recommendation shall be presented to the Commission by planning agency staff or their designee as needed.

**Deliverable:**  
 Planning agency's letter of recommendation and signed resolution.

**OR**

**TASK 2 B:**  
 Provide staff support to the LCB in conducting an annual evaluation of the CTC, including local developed standards as delineated in the adopted TDSP. Assist the Commission in joint reviews of the CTC.

**Deliverable:**  
 LCB and planning agency selected CTC evaluation worksheets pursuant to the most recent version of the Commission's CTC Evaluation Workbook.

**TASK 3:****Weighted value = 40%**

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

Provide staff support for committees of the LCB.

Provide program orientation and training for newly appointed LCB members.

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

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

1. Agendas for LCB meetings. Agenda should include action items, informational items and an opportunity for public comment.
2. Official minutes of LCB meetings and committee meetings (regardless of a quorum). A copy will be submitted along with the quarterly report to the Commission. Minutes will at least be in the form of a brief summary of basic points, discussions, decisions, and recommendations. Records of all meetings shall be kept for at least five years.
3. A current full and active membership of voting and non-voting members to the LCB. Any time there is a change in the membership, provide the Commission with a current membership roster and mailing list of LCB members.
4. A report of the LCB membership's attendance at the LCB meeting held during this grant period. This would not include committee meetings.

**Deliverable:** LCB Meeting agendas; minutes; membership roster; attendance report; copy of public notice of meetings; training notification.

**TASK 4:****Weighted value = 4%**

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

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

**TASK 5:****Weighted value = 4%**

Develop and annually update by-laws for LCB approval.

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

**TASK 6:****Weighted value = 4%**

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

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

**TASK 7:****Weighted value = 4%**

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

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

**TASK 8:****Weighted value = 4%**

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

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

**TASK 9:****Weighted value = 4%**

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

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

**TASK 10:****Weighted value = 4%**

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

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

**III. Special Considerations by Planning Agency:**

Not Applicable

**IV. Special Considerations by Commission:**

Not Applicable



**EXHIBIT "B"**  
**PROJECT BUDGET AND CASHFLOW**

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and Lake-Sumter Metropolitan Planning Organization, 225 W. Guava Street, Suite 211, Lady Lake, FL 32159.

**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, Commission policies, and the Fiscal Year 2020-21 Program Manual and Application for the Planning Grant. For the required services, compensation shall be the total maximum limiting amount of \$21,889.00 for related planning services in Sumter County(ies)

Task 1	17%	\$3,721.13
Task 2	15%	\$3,283.35
Task 3	40%	\$8,755.60
Task 4	4%	\$875.56
Task 5	4%	\$875.56
Task 6	4%	\$875.56
Task 7	4%	\$875.56
Task 8	4%	\$875.56
Task 9	4%	\$875.56
Task 10	4%	\$875.56
<hr/>		
TOTAL:	100%	\$21,889.00

**II. SOURCE OF FUNDS**

Commission for the Transportation Disadvantaged State Funds (100%)	<u>\$21,889.00</u>
<b>Total Project Cost</b>	<u>\$21,889.00</u>

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

FY 20/21      Jul    Aug    Sep    Oct    Nov    Dec    Jan    Feb    Mar    Apr    May    June

**EXHIBIT "C"  
PLANNING**

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and Lake-Sumter Metropolitan Planning Organization, 225 W. Guava Street, Suite 211, Lady Lake, FL 32159.

THE GRANTEE SHALL SUBMIT THE FOLLOWING REQUIRED DOCUMENTS AND CERTIFICATIONS:

DOCUMENTS:

1. Submit progress reports to the Commission quarterly. Finished products such as, but not limited to, the Coordinating Board minutes, by-laws, grievance procedures, and the Transportation Disadvantaged Service Plan, shall be submitted to the Commission. Progress reports and finished products are required to accompany all reimbursement invoices. Invoices and deliverables shall be submitted electronically to:

Florida Commission for the Transportation Disadvantaged  
[FLCTDInvoice@dot.state.fl.us](mailto:FLCTDInvoice@dot.state.fl.us)

THIRD PARTY CONTRACTS: The Grantee must certify to all third party contracts pursuant to Section 9.10 except that written approval is hereby granted for:

1. Contracts furnishing contractual services or commodities from a valid State or inter-governmental contract 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 287.107(1)(b), Florida Statutes.
3. Contracts for consultant services for an amount less than Category I as set forth in Section 287.017(1)(a), Florida Statutes.

**EXHIBIT "D"**

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

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

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

**Awarding Agency:** Commission for the Transportation Disadvantaged/Florida Department of Transportation  
**State Project Title:** COMMISSION FOR THE TRANSPORTATION DISADVANTAGED (CTD) PLANNING GRANT PROGRAM  
**CSFA Number:** 55.002  
**\*Award Amount:** \$21,889.00

\*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.002 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

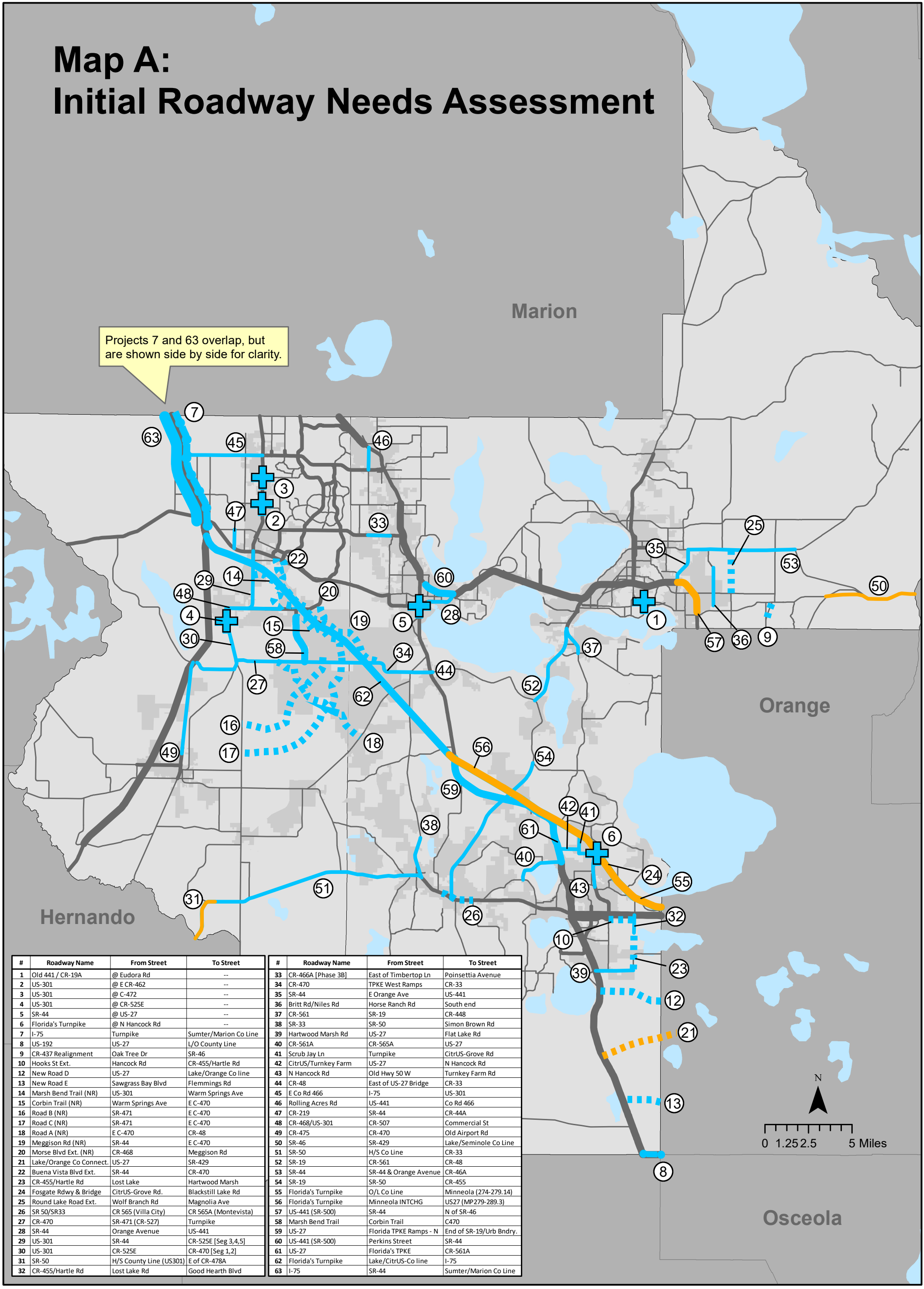
**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number 55.002 are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

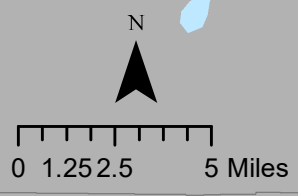
The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

# Map A: Initial Roadway Needs Assessment

Projects 7 and 63 overlap, but are shown side by side for clarity.



#	Roadway Name	From Street	To Street	#	Roadway Name	From Street	To Street
1	Old 441 / CR-19A	@ Eudora Rd	--	33	CR-466A [Phase 3B]	East of Timbertop Ln	Poinsettia Avenue
2	US-301 @ E CR-462	--	--	34	CR-470	TPKE West Ramps	CR-33
3	US-301 @ C-472	--	--	35	SR-44	E Orange Ave	US-441
4	US-301 @ CR-525E	--	--	36	Britt Rd/Niles Rd	Horse Ranch Rd	South end
5	SR-44 @ US-27	--	--	37	CR-561	SR-19	CR-448
6	Florida's Turnpike @ N Hancock Rd	--	--	38	SR-33	SR-50	Simon Brown Rd
7	I-75 Turnpike	Sumter/Marion Co Line	--	39	Hartwood Marsh Rd	US-27	Flat Lake Rd
8	US-192	US-27	L/O County Line	40	CR-561A	CR-565A	US-27
9	CR-437 Realignment	Oak Tree Dr	SR-46	41	Scrub Jay Ln	Turnpike	CitrUS-Grove Rd
10	Hooks St Ext.	Hancock Rd	CR-455/Hartle Rd	42	CitrUS/Turnkey Farm	US-27	N Hancock Rd
12	New Road D	US-27	Lake/Orange Co line	43	N Hancock Rd	Old Hwy 50 W	Turnkey Farm Rd
13	New Road E	Sawgrass Bay Blvd	Flemmings Rd	44	CR-48	East of US-27 Bridge	CR-33
14	Marsh Bend Trail (NR)	US-301	Warm Springs Ave	45	E Co Rd 466	I-75	US-301
15	Corbin Trail (NR)	Warm Springs Ave	E C-470	46	Rolling Acres Rd	US-441	Co Rd 466
16	Road B (NR)	SR-471	E C-470	47	CR-219	SR-44	CR-44A
17	Road C (NR)	SR-471	E C-470	48	CR-468/US-301	SR-507	Commercial St
18	Road A (NR)	E C-470	CR-48	49	CR-475	CR-470	Old Airport Rd
19	Meggison Rd (NR)	SR-44	E C-470	50	SR-46	CR-429	Lake/Seminole Co Line
20	Morse Blvd Ext. (NR)	CR-468	Meggison Rd	51	SR-50	H/S Co Line	CR-33
21	Lake/Orange Co Connect.	US-27	SR-429	52	SR-19	CR-561	CR-48
22	Buena Vista Blvd Ext.	SR-44	CR-470	53	SR-44	SR-44 & Orange Avenue	CR-46A
23	CR-455/Hartle Rd	Lost Lake	Hartwood Marsh	54	SR-19	SR-50	CR-455
24	Fosgate Rdwy & Bridge	CitrUS-Grove Rd.	Blackstill Lake Rd	55	Florida's Turnpike	O/L Co Line	Minneola (274-279.14)
25	Round Lake Road Ext.	Wolf Branch Rd	Magnolia Ave	56	Florida's Turnpike	Minneola INTCHG	US27 (MP279-289.3)
26	SR 50/SR33	CR 565 (Villa City)	CR 565A (Montevista)	57	US-441 (SR-500)	SR-44	N of SR-46
27	CR-470	SR-471 (CR-527)	Turnpike	58	Marsh Bend Trail	Corbin Trail	C470
28	SR-44	Orange Avenue	US-441	59	US-27	Florida TPKE Ramps - N	End of SR-19/Urb Bndry.
29	US-301	SR-44	CR-525E [Seg 3,4,5]	60	US-441 (SR-500)	Perkins Street	SR-44
30	US-301	CR-525E	CR-470 [Seg 1,2]	61	US-27	Florida's TPKE	CR-561A
31	SR-50	H/S County Line (US301)	E of CR-478A	62	Florida's Turnpike	Lake/CitrUS-Co line	I-75
32	CR-455/Hartle Rd	Lost Lake Rd	Good Hearth Blvd	63	I-75	SR-44	Sumter/Marion Co Line



## Map A: Roadway Needs

### Committed Roadway Projects

- Road Widening
  - 4 Lanes
  - 6 Lanes
- New Road
- Corridor Imp.

### Roadway Needs Projects

- Road Widening
  - 4 Lanes
  - 6 Lanes
  - 8 Lanes
  - 12 Lanes
- New Road
- Corridor Imp.

- Modify Interchange/ New Interchange/ Modify Intersection

### Existing Network

- 2 Lanes
- 4 Lanes
- 6 Lanes

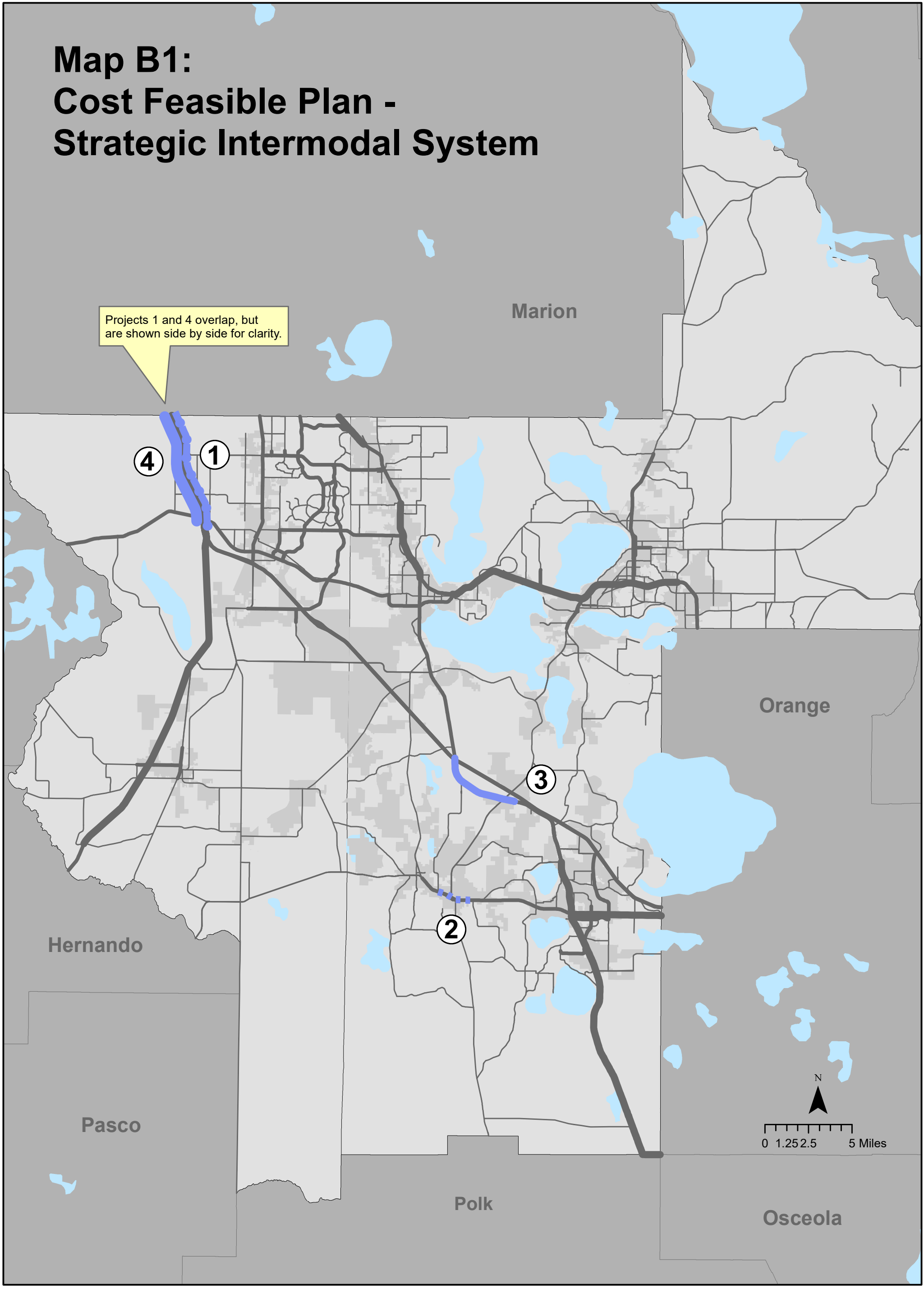
# Table A: Initial Roadway Needs Assessment

Lake-Sumter - Draft August 13, 2020

Map ID	Roadway Name	From Street	To Street	Mi.	County	System	Improvement
1	Old 441 / CR-19A	@ Eudora Rd	--	N/A	Lake	Non-State	Modify Intersection
2	US-301	@ E CR-462	--	N/A	Sumter	Other State	Modify Intersection
3	US-301	@ C-472	--	N/A	Sumter	Other State	Modify Intersection
4	US-301	@ CR-525E	--	N/A	Sumter	Other State	Modify Intersection
5	SR-44	@ US-27	--	N/A	Lake	Other State	Modify Interchange
6	Florida's Turnpike	@ N Hancock Rd	--	N/A	Lake	Other State	New Interchange
7	I-75	Turnpike	Sumter/Marion Co Line	6.95	Sumter	SIS	Managed Lanes
8	US-192	US-27	L/O County Line	1.04	Lake	Other State	Corridor Imp.
9	CR-437 Realignment	Oak Tree Dr	SR-46	1.12	Lake	Non-State	New 2 Lanes
10	Hooks St Ext.	Hancock Rd	CR-455/Hartle Rd	1.47	Lake	Non-State	New 2 Lanes
12	New Road D	US-27	Lake/Orange Co line	3.59	Lake	Non-State	New 2 Lanes
13	New Road E	Sawgrass Bay Blvd	Flemmings Rd	2.18	Lake	Non-State	New 2 Lanes
14	Marsh Bend Trail (NR)	US-301	Warm Springs Ave	4.78	Sumter	Non-State	New 2 Lanes
15	Corbin Trail (NR)	Warm Springs Ave	E C-470	4.81	Sumter	Non-State	New 2 Lanes
16	Road B (NR)	SR-471	E C-470	6.68	Sumter	Non-State	New 2 Lanes
17	Road C (NR)	SR-471	E C-470	8.85	Sumter	Non-State	New 2 Lanes
18	Road A (NR)	E C-470	CR-48	6.62	Sumter	Non-State	New 2 Lanes
19	Meggison Rd (NR)	SR-44	E C-470	9.02	Sumter	Non-State	New 2 Lanes
20	Morse Blvd Ext. (NR)	CR-468	Meggison Rd	1.08	Sumter	Non-State	New 2 Lanes
21	Lake/Orange Co Connect.	US-27	SR-429	3.82	Lake	Non-State	New 4 Lanes
22	Buena Vista Blvd Ext.	SR-44	CR-470	0.85	Sumter	Non-State	New 4 Lanes
23	CR-455/Hartle Rd	Lost Lake	Hartwood Marsh	2.16	Lake	Non-State	New 4 Lanes
24	Fosgate Rdwy & Bridge	CitrUS-Grove Rd.	Blackstill Lake Rd	1.35	Lake	Other State	New 4 Lanes
25	Round Lake Road Ext.	Wolf Branch Rd	Magnolia Ave	2.74	Lake	Non-State	New 4 Lanes
26	SR 50/SR33	CR 565 (Villa City)	CR 565A (Montevista)	2.10	Lake	SIS	New 4 Lanes
27	CR-470	SR-471 (CR-527)	Turnpike	9.02	Sumter	Non-State	Widen to 4 Lanes
28	SR-44	Orange Avenue	US-441	1.65	Lake	Other State	Widen to 4 Lanes
29	US-301	SR-44	CR-525E [Seg 3,4,5]	5.43	Sumter	Other State	Widen to 4 Lanes
30	US-301	CR-525E	CR-470 [Seg 1,2]	2.32	Lake	Other State	Widen to 4 Lanes
31	SR-50	H/S County Line (US301)	E of CR-478A	3.00	Sumter	SIS	Widen to 4 Lanes
32	CR-455/Hartle Rd	Lost Lake Rd	Good Hearth Blvd	1.02	Lake	Non-State	Widen to 4 Lanes
33	CR-466A [Phase 3B]	East of Timbertop Ln	Poinsettia Avenue	1.29	Lake	Non-State	Widen to 4 Lanes
34	CR-470	TPKE West Ramps	CR-33	3.12	Lake	Non-State	Widen to 4 Lanes
35	SR-44	E Orange Ave	US-441	2.10	Lake	Other State	Widen to 4 Lanes
36	Britt Rd/Niles Rd	Horse Ranch Rd	South end	2.18	Lake	Non-State	Widen to 4 Lanes
37	CR-561	SR-19	CR-448	1.62	Lake	Non-State	Widen to 4 Lanes
38	SR-33	SR-50	Simon Brown Rd	2.37	Lake	Other State	Widen to 4 Lanes
39	Hartwood Marsh Rd	US-27	Flat Lake Rd	2.17	Lake	Non-State	Widen to 4 Lanes
40	CR-561A	CR-565A	US-27	2.79	Lake	Non-State	Widen to 4 Lanes
41	Scrub Jay Ln	Turnpike	CitrUS-Grove Rd	0.83	Lake	Non-State	Widen to 4 Lanes
42	CitrUS/Turnkey Farm	US-27	N Hancock Rd	2.45	Lake	Non-State	Widen to 4 Lanes
43	N Hancock Rd	Old Hwy 50 W	Turnkey Farm Rd	2.00	Lake	Non-State	Widen to 4 Lanes
44	CR-48	East of US-27 Bridge	CR-33	1.26	Lake	Non-State	Widen to 4 Lanes
45	E Co Rd 466	I-75	US-301	4.87	Sumter	Non-State	Widen to 4 Lanes
46	Rolling Acres Rd	US-441	Co Rd 466	1.28	Lake	Non-State	Widen to 4 Lanes
47	CR-219	SR-44	CR-44A	1.08	Sumter	Non-State	Widen to 4 Lanes
48	CR-468/US-301	CR-507	Commercial St	3.12	Sumter	Non-State	Widen to 4 Lanes
49	CR-475	CR-470	Old Airport Rd	5.27	Sumter	Non-State	Widen to 4 Lanes
50	SR-46	SR-429	Lake/Seminole Co Line	5.23	Lake	Other State	Widen to 4 Lanes
51	SR-50	H/S Co Line	CR-33	14.99	Sumter	SIS	Widen to 4 Lanes
52	SR-19	CR-561	CR-48	4.76	Lake	Other State	Widen to 4 Lanes
53	SR-44	SR-44 & Orange Avenue	CR-46A	6.15	Lake	Other State	Widen to 4 Lanes
54	SR-19	SR-50	CR-455	9.37	Lake	Other State	Widen to 4 Lanes
55	Florida's Turnpike	O/L Co Line	Minneola (274-279.14)	5.12	Lake	SIS	Widen to 6 Lanes
56	Florida's Turnpike	Minneola INTCHG	US27 (MP279-289.3)	10.29	Lake	SIS	Widen to 6 Lanes
57	US-441 (SR-500)	SR-44	N of SR-46	2.39	Lake	Other State	Widen to 6 Lanes
58	Marsh Bend Trail	Corbin Trail	C470	2.68	Sumter	Non-State	Widen to 6 Lanes
59	US-27	Florida TPKE Ramps - N	End of SR-19/Urb Bndry.	4.71	Lake	SIS	Widen to 6 Lanes
60	US-441 (SR-500)	Perkins Street	SR-44	1.71	Lake	Other State	Widen to 6 Lanes
61	US-27	Florida's TPKE	CR-561A	9.51	Lake	Other State	Widen to 6 Lanes
62	Florida's Turnpike	Lake/CitrUS-Co line	I-75	34.33	Lake	Other State	Widen to 6 Lanes
63	I-75	SR-44	Sumter/Marion Co Line	6.37	Sumter	SIS	Widen to 8 Lanes





# Map B1: Cost Feasible Plan - Strategic Intermodal System


Projects 1 and 4 overlap, but are shown side by side for clarity.



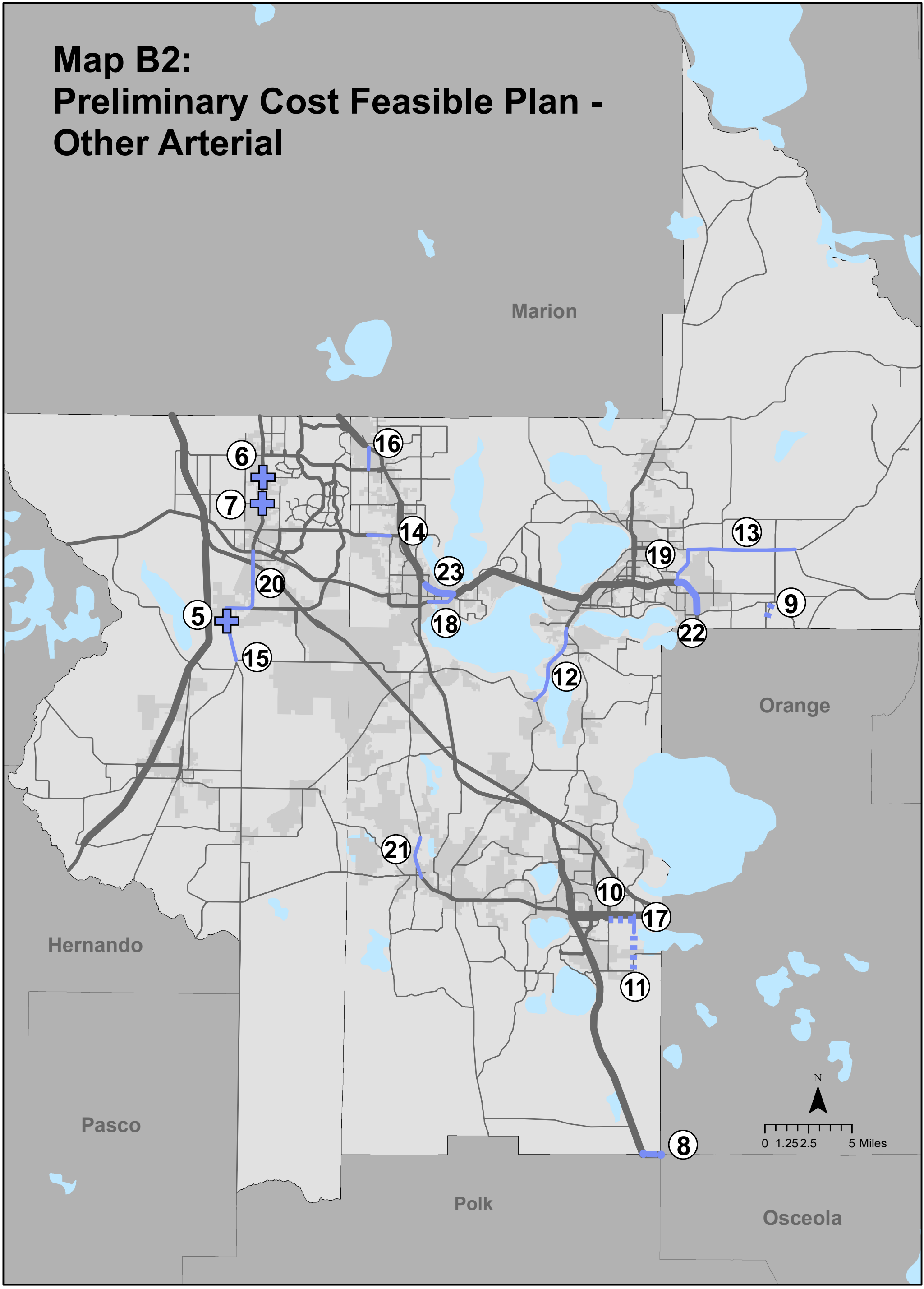
Map B1: Strategic Intermodal System

**Improvement**

-  Increase to 6 Lanes
-  Increase to 8 Lanes
-  New Road
-  Managed Lanes



# Map B2: Preliminary Cost Feasible Plan - Other Arterial



Map B2: Other Arterial

**Improvement**

- Increase to 4 Lanes
- Increase to 6 Lanes
- New Road
- Corridor Improvement
- + Intersection Improvement

## Table B: Preliminary Cost Feasible Plan

Lake-Sumter - Draft August 13, 2020

<b>Subtable B1: Strategic Intermodal System</b>							
Map ID	Roadway Name	From Street	To Street	Mi.	County	System	Improvement
1	I-75	Turnpike	Sumter/Marion Co Line	6.95	Sumter	SIS	Managed Lanes
2	SR 50/SR33	CR 565 (Villa City)	CR 565A (Montevista)	2.10	Lake	SIS	New 4 Lanes
3	US-27	Florida TPKE Ramps - N	End of SR-19/Urb Bndry.	4.71	Lake	SIS	Widen to 6 Lanes
4	I-75	SR-44	Sumter/Marion Co Line	6.37	Sumter	SIS	Widen to 8 Lanes

<b>Subtable B2: Other Arterial</b>							
Map ID	Roadway Name	From Street	To Street	Mi.	County	System	Improvement
5	US-301	@ CR-525E	--	N/A	Sumter	Other State	Modify Intersection
6	US-301	@ C-472	--	N/A	Sumter	Other State	Modify Intersection
7	US-301	@ E CR-462	--	N/A	Sumter	Other State	Modify Intersection
8	US-192	US-27	L/O County Line	1.04	Lake	Other State	Corridor Imp.
9	CR-437 Realignment	Oak Tree Dr	SR-46	1.12	Lake	Non-State	New 2 Lanes
10	Hooks St Ext.	Hancock Rd	CR-455/Hartle Rd	1.47	Lake	Non-State	New 2 Lanes
11	CR-455/Hartle Rd	Lost Lake	Hartwood Marsh	2.16	Lake	Non-State	New 4 Lanes
12	SR-19	CR-561	CR-48	4.76	Lake	Other State	Widen to 4 Lanes
13	SR-44	SR-44 & Orange Avenue	CR-46A	6.15	Lake	Other State	Widen to 4 Lanes
14	CR-466A [Phase 3B]	East of Timbertop Ln	Poinsettia Avenue	1.29	Lake	Non-State	Widen to 4 Lanes
15	US-301	CR-525E	CR-470 [Seg 1,2]	2.32	Lake	Other State	Widen to 4 Lanes
16	Rolling Acres Rd	US-441	Co Rd 466	1.28	Lake	Non-State	Widen to 4 Lanes
17	CR-455/Hartle Rd	Lost Lake Rd	Good Hearth Blvd	1.02	Lake	Non-State	Widen to 4 Lanes
18	SR-44	Orange Avenue	US-441	1.65	Lake	Other State	Widen to 4 Lanes
19	SR-44	E Orange Ave	US-441	2.10	Lake	Other State	Widen to 4 Lanes
20	US-301	SR-44	CR-525E [Seg 3,4,5]	5.43	Sumter	Other State	Widen to 4 Lanes
21	SR-33	SR-50	Simon Brown Rd	2.37	Lake	Other State	Widen to 4 Lanes
22	US-441 (SR-500)	SR-44	N of SR-46	2.39	Lake	Other State	Widen to 6 Lanes
23	US-441 (SR-500)	Perkins Street	SR-44	1.71	Lake	Other State	Widen to 6 Lanes



*Commissioner Nick Maddox  
Chair*

## **MPOAC Year-End Legislative Summary** **07/28/2020**

### **Overview**

Friends, welcome back! We are pleased to share with you a newsletter summarizing the bills passed during the 2020 legislative session. In place of the usual list of all transportation related bills filed, is a list of bills that passed both chambers and were then sent to the Governor for approval. This will allow you have a one-stop summary of bills passed so you are kept aware of what has happened and what has changed in our transportation world. Many bills had not been sent to the Governor right away for his action so reporting anything to you earlier would not have been informative. At the time of publication, two bills are still pending action by the Governor. The delay in sending bills to the Governor is presumed to be because of the Coronavirus problems that have taken the Governor's attention. In fact, speaking of Coronavirus.....

The last newsletter of the legislative session talked about Coronavirus. It opened with this Coronavirus question: "Should we say anything more or just end the newsletter there? That would be the one-word summary of the last week and a word your retirement account hates right now. There is more to Florida than this though." Funny how those words seem appropriate still today. OK, I am hearing that most retirement accounts are actually doing pretty well, mine included, thankfully. And there is more to Florida, but Coronavirus seems to be that annoying house guest that we just can't get to leave. We will all remember 2020 and may describe it with words that we would not want our grandmother or children to hear come from our mouths. Hopefully 2021 will be much gentler with us.

The Governor signed a budget and the transportation side of it did well. We avoided cuts to our funding. Frankly, given how revenues were declining at the end of session, avoiding cuts is a big win. Recent reports stated that for the state fiscal year ended June 30<sup>th</sup>, revenues came in \$1.9B lower than projected. That is a huge hit to revenues and the impact to the budget is going to hurt, hurt like falling off a bike on concrete at considerable speed. Looking back to the budget for the current fiscal year, I cannot say that earmarks did well, but given the hit to revenues due to coronavirus, we should not be surprised. The hit to local budgets, especially those areas that used to enjoy a lot of tourism, well that is not a pretty thought either – I am thinking of concrete and scraped elbows again. Happily, reports that some of the housing markets are holding on is good to hear, there may be some bright spots in our economy and hopefully they will lead the way when we get back to something resembling normal.

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*Carl Mikyska, Executive Director*

605 Suwannee Street, MS 28B · Tallahassee, Florida 32399-0450

1-866-374-3368 x 4037 or 850-414-4062 · Fax 850-414-4895

[www.mpoac.org](http://www.mpoac.org)

So you have an idea of what was included in the approved budget for transportation, here is a high level summary of the transportation budget:

- \$9.8 Billion overall, \$9.2 for the state transportation work program.
- \$2.5B for highway construction which includes 101 new lane miles.
- \$840M for resurfacing, 2,073 lane miles.
- \$125M for seaport infrastructure improvements.
- \$401M for aviation improvements, includes \$85M for spaceports.
- \$436M for bridges, replacement of 17 and repairs to 90 bridges.
- \$886M investment in rail/transit projects.
- \$236M for safety initiatives.

The 2020 regular session began on January 14<sup>th</sup>, was scheduled to end on March 13<sup>th</sup> and the final vote was taken on the 20<sup>th</sup>.

Grab a cup of coffee and enjoy this summary edition of the MPOAC Legislative Update.

### Legislation signed into law

This is a summary of all transportation related bills that were signed into law (or are pending signature) by the Governor following the 2020 session of the Florida Legislature. The bills are listed in numerical order for your convenience. Each entry includes a summary of the key points of the law, the date signed by the Governor, and the effective date.

#### **HB 37: School Bus Safety**

The bill increases the minimum civil penalty for failure to stop for a school bus to \$200 and the period of time that the Department of Highway Safety and Motor Vehicles (DHSMV) must suspend the driver license of the driver for any subsequent offenses committed within five years to not less than 180 days and not more than one year.

The bill also increases the minimum civil penalty for passing a school bus on the side that children enter and exit to \$400. For a subsequent offense within five years, the DHSMV must suspend the driver license of the driver for not less than 360 days and not more than two years.

**Date signed by Governor:** June 20, 2020  
**Effective date:** January 1, 2021

#### **HB 133: Towing and Immobilizing Vehicles and Vessels**

The bill makes the following changes to current law relating to the towing of vehicles and vessels:

- Incorporates vessels into the regulatory scheme for the towing of vehicles;
- Prohibits a county or municipality from enacting an ordinance or rule that imposes a fee or charge on authorized wrecker operators or towing businesses for performing towing services;
- Defines the term "towing business" to mean a business that provides towing services for monetary gain;
- Authorizes a county or municipality to impose an administrative fee on the registered owner or lienholder of a vehicle or vessel removed and impounded by an authorized wrecker operator or towing business, as long as the fee does not exceed 25 percent of the

local jurisdiction's maximum towing rate. An authorized wrecker operator or towing operator may impose the fee on behalf of the county or municipality, but such fee must only be remitted to the county or municipality after it has been collected;

- Provides that a wrecker operator or towing business who recovers, removes, or stores a vehicle or vessel must have a lien on the vehicle or vessel that includes the value of the administrative fee imposed by a county or municipality; and
- Requires tow-away zone notices to be placed within 10 feet from the "road" instead of within 5 feet from the "public right-of-way line."

The bill exempts Broward, Palm Beach, and Miami-Dade counties from the prohibition on imposing a fee or charge on an authorized wrecker operator or a towing business.

**Date signed by Governor:** Pending  
**Effective date:** October 1, 2020

### **SB 178: Public Financing of Construction Projects**

The bill requires a public entity that commissions or manages a construction project within the coastal building zone, using funds appropriated from the state, to conduct a sea level impact projection (SLIP) study prior to commencing construction. The Department of Environmental Protection (DEP) must establish, by rule, standards for the SLIP studies. The standards must:

- Use a systematic, interdisciplinary, and scientifically accepted approach in the natural sciences and construction design in conducting the study;
- Assess the flooding, inundation, and wave action damage risks relating to the coastal structure over its expected life or 50 years, whichever is less; and
- Provide alternatives for the coastal structure's design and siting, and how such alternatives would impact the risks identified in the SLIP, as well as the risk and cost associated with maintaining, repairing, and constructing the coastal structure.

The requirement to conduct a SLIP study prior to commencing construction is effective one year after DEP's rule is finalized and only applies to projects that commence after the rule is finalized.

SLIP studies must be conducted, submitted to DEP, and published on DEP's website for 30 days before construction can commence. DEP must publish and maintain a copy of all SLIP studies on its website for 10 years after receipt. The bill requires DEP to adopt rules as necessary to administer and enforce these requirements.

The bill authorizes DEP to bring a civil action to seek injunctive relief to cease construction, enforce the rules, or seek recovery of state funds expended on a coastal structure, if construction commences without compliance to the rules. The requirements of the bill may not be construed to create a cause of action for damages or otherwise authorize the imposition of penalties by a public entity for failure to implement what is contained in a SLIP study.

- Date signed by Governor: June 29, 2020
- Effective date: July 1, 2020

### **HB 279: Local Government Public Construction Works**

The bill reforms how local governments must estimate the projected costs of a public building construction project. Local governments must use a cost estimation formula when deciding whether to use a contractor to complete the project or if it is in the local government's best

interest to perform the project using its own services, employees, and equipment. The project cost estimation formula must include employee compensation and benefits, the cost of direct materials to be used in the construction of the project (including materials purchased by the local government), other direct costs, and an additional factor of 20 percent for management, overhead, and other indirect costs. Local governments must consider the same formula when determining the estimated cost of road and bridge construction and reconstruction projects performed with proceeds from the constitutional gas tax.

A local government constructing a public building using its own services, employees, and equipment must create a report summarizing the project constructed by the local government, which must be publicly reviewed each year by the local government. The Auditor General must also examine the project reports as part of his or her audits of local governments.

The bill also requires local governments issuing bidding documents or other requests for proposals to provide a list of all other governmental entities that may have additional permits or fees generated by a project.

- Date signed by Governor: June 30, 2020
- Effective date: July 1, 2020

### **HB 717: Space Florida Financing**

Space Florida has the authority to issue revenue bonds and raise revenue through the acquisition of debt, including securing bank loans. The bill revises that authority in a variety of ways, including making several conforming changes to relevant sections of Florida statute.

The bill relieves Space Florida of the requirement to notify the presiding officers and appropriations chairs of both houses of the Legislature before presenting a bond proposal to the Governor and Cabinet and the requirement for the Governor and Cabinet to approve the bond's issuance.

The bill clarifies that Space Florida is subject to the minimum credit-worthiness requirements in Florida statute (s. 189.051, F.S.). It also authorizes Space Florida to validate its bonds pursuant to ch. 75, F.S., which provides generally for government-issued bond validation. Additionally, the bill reduces the term for which Space Florida may issue a bond to 30 years.

- Date signed by Governor: June 29, 2020
- Effective date: July 1, 2020

### **HB 915: Commercial Service Airports**

The bill requires:

- The Auditor General to conduct an operational and financial audit of each large-hub commercial service airport at least once every seven years (defined as a publicly owned airport that has at least one percent of the annual passenger boardings in the United States as reported by the Federal Aviation Administration);
- Each member of the governing body of such airports to comply with financial disclosure requirements (as defined in state statute or constitution);
- The governing body of each commercial service airport to establish and maintain a website to post information relating to the operation of the airport;
- Commercial service airports to comply with statutorily defined procurement requirements for purchases exceeding \$65,000;

- Contracts must use a competitive sealed bid, proposal, or reply process (with exceptions) and must be posted (with redactions) on the airport website;
- After an opportunity for public comment, a governing body must approve, award, or ratify as a separate line item on its agenda each contract exceeding \$325,000;
- Members of a governing body and employees of a commercial service airport be subjected to Florida Code of Ethics for Public Officers and Employees related requirements.
  - Does not prohibit a county or municipal charter, ordinance, or resolution of the governing body from applying more stringent ethical standards;
  - Imposes on each member of a governing body annual ethics training requirements;
- Each commercial service airport, starting November 1, 2021, to annually submit approved budgets, federal financial reports, website links, and statutory compliance statements to the Florida Department of Transportation (FDOT);
  - The FDOT must annually review the information for accuracy and, starting January 15, 2022, submit a report summarizing commercial service airport compliance the provisions of law to the Governor, the President of the Senate, and the Speaker of the House of Representatives; and
  - The FDOT is prohibited from expending any funds allocated to the airport (unless the funds are pledged for debt service) until a commercial service airport demonstrates compliance.
- Date signed by Governor: Pending
- Effective date: October 1, 2020

### **HB 969: Broadband Internet Service**

The bill transfers the state’s broadband program from the Department of Management Services (DMS) to the Department of Economic Opportunity (DEO), creating the Florida Office of Broadband within DEOs Division of Community Development. Specifically, the Florida Office of Broadband is directed to:

- Create a strategic plan to increase the use of broadband Internet service in Florida.
  - The plan must include a process to review and verify public input on broadband Internet transmission speeds and availability;
- Build and facilitate local technology planning teams, especially with community members from the areas of education, healthcare, business, tourism, agriculture, economic development, and local government;
- Encourage public use of Internet service through broadband grant programs; and
- Monitor, participate in, and provide input on Federal Communications Commission proceedings that are related to the geographic availability and deployment of broadband Internet in Florida.

The bill also provides that the Department of Transportation may, beginning in Fiscal Year 2022-2023, use up to \$5 million annually from the funds transferred to Florida’s Turnpike Enterprise to the Multi-use Corridors of Regional Economic Significance (M-CORES) program for projects that assist in the development of broadband infrastructure within or adjacent to a multiuse corridor.

- Date signed by Governor: June 9, 2020
- Effective date: July 1, 2020

## **HB 971: Electric Bicycles**

The bill creates a definition for electric bicycles (e-bikes) within a three-tiered classification system and revises several related definitions. E-bike or e-bike operators are endowed with all the rights, privileges, and responsibilities of a bicycle or bicycle operator.

E-bikes are authorized to operate where bicycles are allowed, including, but not limited to, streets, highways, roadways, shoulders, bicycle lanes, and bicycle or multiuse paths. That said, the bill specifically states that nothing prevents local governments from regulating the operation of e-bikes on streets, highways, sidewalks, and sidewalk areas under the local government's jurisdiction or that a municipality, county, or agency of the state having jurisdiction over a bicycle path, multiuse path, or trail network from restricting or prohibiting the operation of an e-bike on such facilities;

Under the law, an e-bike or an e-bike operator is not subject to the provisions of law relating to financial responsibility, driver or motor vehicle licenses, vehicle registration, title certificates, off-highway motorcycles, or off-highway vehicles.

The bill also makes technical and conforming changes throughout related statutory provisions.

- Date signed by Governor: June 20, 2020
- Effective date: July 1, 2020

## **SB 7018: Essential State Infrastructure**

The bill contains various provisions relating to essential state infrastructure, including provisions relating to emergency staging areas, utility permit application processing for use of county or municipal rights-of-way, development of a recommended plan for electric vehicle charging stations along the State Highway System, and use of agricultural land subject to a conservation easement for construction of a public or private linear facility and right of access.

Specifically, the bill:

- Provides that a permit application by a county or municipality to use the right-of-way on any public road for a utility must be processed and acted upon within the expedited time frames of the “Advanced Wireless Infrastructure Deployment Act,” s. 337.401(7)(d)7.,8., and 9., F.S.;
- Authorizes the Florida Department of Transportation (FDOT) to plan, design, and construct staging areas for emergency response on the turnpike system. These areas are for the staging of emergency supplies, equipment, and personnel to facilitate the prompt provision of emergency assistance to the public in response to a declared state of emergency;
  - Directs the FDOT, in consultation with the Division of Emergency Management, to consider the extent to which a proposed site:
    - Is located in a geographic area that best facilitates the wide dissemination of emergency-related supplies and equipment;
    - Provides ease of access to major highways and other transportation facilities;
    - Is sufficiently large to accommodate the staging of a significant amount of emergency-related supplies and equipment;
    - Provides space in support of emergency preparedness and evacuation activities, such as fuel reserve capacity;

- Could be used during non-emergency periods for commercial motor vehicle parking and for other uses; and
    - Is consistent with other state and local emergency management considerations;
  - Authorizes the FDOT to acquire property necessary for such staging areas and requires the FDOT to give priority consideration to placement of such staging areas in counties with a population of 200,000 or less in which a multi-use corridor of regional significance is located;
  - Grants the FDOT power to authorize other uses of a staging area and requires that staging-area projects be included in the FDOT's work program;
- Requires the FDOT, in coordination with the Public Service Commission (PSC) and the Office of Energy within the Department of Agriculture and Consumer Services, and any other public or private entities as necessary or appropriate, to develop and recommend a master plan for the development of electric vehicle charging station infrastructure along the State Highway System;
  - The bill sets out a number of legislative findings and sets up a division of the workload between the FDOT and the PSC of goals and objectives of the recommended plan based on area of expertise. In this arrangement, the FDOT is responsible for the following goals and objectives:
    - Identifying the types or characteristics of possible locations for electric vehicle charging station infrastructure along the State Highway System to support a supply of electric vehicle charging stations that will accomplish the goals and objectives of this section, support both short-range and long-range electric vehicle travel, encourage the expansion of electric vehicle use in this state, and adequately serve evacuation routes in this state;
    - Identifying any barriers to the use of electric vehicles and electric vehicle charging station infrastructure both for short-range and long-range electric vehicle travel along the State Highway System;
    - Identifying an implementation strategy for expanding electric vehicle and charging station infrastructure use in this state;
    - Quantifying the loss of revenue to the State Transportation Trust Fund due to the current and projected future use of electric vehicles in this state and summarizing efforts of other states to address such revenue loss.
  - Authorizes the FDOT, the PSC, and the Office of Energy to agree to explore other issues deemed necessary or appropriate for purposes of the required report
  - Requires that the master plan be developed and submitted to the Governor, the President of the Senate, and the Speaker of the House of Representatives by July 1, 2021. The plan must include recommendations for legislation and may include other recommendations as determined by the FDOT. The bill also requires that the FDOT file a status report containing any preliminary recommendations, including recommendations for legislation to the Governor, the President of the Senate, and the Speaker of the House by December 1, 2020.
- Date signed by Governor: June 9, 2020
- Effective date: July 1, 2020

**Planning Grant Agreement Tasks  
Quarterly Progress Report**



<b>Planning Agency</b>	Lake~Sumter MPO	<b>County</b>	Sumter
		<b>Invoice #</b>	G1886 Q4
<b>Reporting Period</b>	April 1, 2020- June 30, 2020	<b>Grant #</b>	G1886

I	PROGRAM MANAGEMENT	PROGRESS
A.	When necessary and in cooperation with the LCB, <b>solicit and recommend a CTC</b> . The selection will be accomplished, to the maximum extent feasible, through public competitive bidding or proposals in accordance with applicable laws and rules. Such recommendation shall be presented to the Commission by Planning Agency staff or their designee as needed. (Tasks 2A)	NA
B.	Develop and maintain a process for the <b>appointment and reappointment of voting and non-voting members</b> to the local coordinating board. (41-2.012, FAC)	No activity this quarter. .
C.	Prepare <b>agendas</b> for local coordinating board meetings consistent with the <i>Local Coordinating Board and Planning Agency Operating Guidelines</i> . (Task 3)	MPO Staff prepared the agendas and supporting dicumentation for the JUne 8, 2019 Sumter County TDCB meeting.
D.	Prepare official <b>minutes</b> of local coordinating board meetings regardless of a quorum) and submit a copy along with the quarterly report to the Commission. For committee meetings, prepare minutes in the form of a brief summary of basic points, discussions, decisions, and recommendations to the full board. Keep records of all meetings for at least five years. (Task 3)	MPO staff prepared the minutes for the June 8, 20120 Sumter County TDCB meeting.
E.	Provide at least one <b>public workshop</b> annually by each local coordinating board, and assist the Commission, as requested, in co-sponsoring public workshops. This public workshop must be in addition to the local coordinating board meetings. It may, however, be held in conjunction with the scheduled local coordinating board meeting (immediately following or prior to the local coordinating board meeting). (Task 4)	No activity this quarter.
F.	Provide staff support for <b>committees</b> of the local coordinating board. (Task 3)	No activity this quarter.
G.	Develop and update annually <b>by-laws</b> for local coordinating board approval. Approved by-laws shall be submitted to the Commission. (Task 5)	The Sumter County TDCB bylaws were reviewed and approved at the June 8, 2020 meeitng.
H.	Develop, annually update, and implement local coordinating board <b>grievance procedures</b> in accordance with the Commission guidelines. Procedures shall include a step within the local complaint and/or grievance procedure that advises a dissatisfied person about the Commission's Ombudsman Program. A copy of the approved procedures shall be submitted to the Commission. (Task 6)	The Sumter County TDCB Grievance Procedures were reviewed and apporved at the June 8, 2020 meeting.
I.	Provide the Commission with a current <b>membership roster and mailing list</b> of local coordinating board members. The membership roster shall be submitted with the first quarterly report and when there is a change in membership. (Task 3)	Current membership rooster is included in this invoice package.



J.	Provide <b>public notice</b> of local coordinating board meetings and local public workshops in accordance with the <i>Coordinating Board and Planning Agency Operating Guidelines</i> . (Task 3)	MPO staff prepares the public notice for all Sumter County TDCB meeting, the legal notice for the June 8, 2020 meeting is provided in the invoice packet.
K.	Review and comment on the <b>Annual Operating Report</b> for submittal to the local coordinating board, and forward comments/concerns to the Commission for the Transportation Disadvantaged. (Task 7)	NA
L.	Report the <b>actual expenditures</b> (AER) of direct federal and local government transportation funds to the Commission for the Transportation Disadvantaged no later than September 15th. (Task 8)	AER was reviewed and approved at the September 10, 2019 TDCB meeting

II.	SERVICE DEVELOPMENT	PROGRESS
A.	Jointly, with the community transportation coordinator and the local coordinating board, develop the <b>Transportation Disadvantaged Service Plan (TDSP)</b> following CTD guidelines. (Task 1)	Sumter County TDCB approved the minor update to the adopted Sumter County TDS at the June 8, 2020 TDCB meeting.
B.	Encourage integration of “transportation disadvantaged” issues into <b>local and regional comprehensive plans</b> . Ensure activities of the local coordinating board and community transportation coordinator are consistent with local and state comprehensive planning activities including the Florida Transportation Plan. (427.015, FS)	The MPO updated the Public Participation Plan to include the TDCB as part of the public outreach plan to encourage participation of the underrepresented population in Sumter County.
C.	Encourage the local community transportation coordinator to work cooperatively with <b>regional workforce boards</b> established in Chapter 445, F.S., and provide assistance in the development of innovative transportation services for participants in the welfare transition program. (427.0157, FS)	The regional workforce is represented on the Sumter County TDCB.

III.	TECHNICAL ASSISTANCE, TRAINING, AND EVALUATION	PROGRESS
A.	Provide the LCB with <b>quarterly reports</b> of local TD program administrative support accomplishments as outlined in the grant agreement and any other activities related to the TD program. (Task 9)	The MPO TD Progress report is included in the June 8, 2020 Sumter County TDCB agenda packet.
B.	Attend at least one <b>Commission-sponsored training</b> , including but not limited to, the CTD’s regional meetings, the CTD’s annual training workshop, or other sponsored training. (Task 10)	MPO Executive Director attended the CTD/FPTA annual conference in Orlando October 2019
C.	Attend at least one <b>CTD meeting</b> each year within budget/staff/schedule availability.	MPO Executive Director attended the October 15, 2019 CTD Business meeting in Orlando
D.	Notify CTD staff of local <b>TD concerns</b> that may require special investigations.	NA
E.	Provide <b>training</b> for newly-appointed LCB members. (Task 3)	NA
F.	Provide <b>assistance</b> to the CTC, purchasing agencies, and others, as needed, which may include participation in, and initiating when necessary, local or regional meetings to discuss TD needs, service evaluation and opportunities for service improvement.	NA
G.	To the extent feasible, collect and review <b>proposed funding applications</b> involving “TD” funds consistent with Chapter 427, F.S., and Rule 41-2, F.A.C., and provide recommendations to the LCB. (427.0157, FS)	NA
H.	Ensure the local coordinating board conducts, as a minimum, an <b>annual evaluation</b> of the community transportation coordinator. The local coordinating board shall evaluate the coordinator using the Commission’s <i>Evaluation Workbook for Community Transportation Coordinators and Providers in Florida</i> (at a minimum using the modules	The Sumter County TDCB reviewed and approved the 2019/20 Annual CTC evaluation at the June 8, 2020 TDCB meeting.

	concerning Competition In Use of Operators, Cost-Effectiveness and Efficiency, and Availability of Service) and local standards as defined in the Transportation Disadvantaged Service Plan. (Task 2B)	
I.	Assist the CTD in <b>joint reviews</b> of the CTC.	The MPO supports the CTD in the annual review of the CTC.
J.	Ensure the LCB annually reviews <b>coordination contracts</b> to advise the CTC whether the continuation of said contract provides the most cost effective and efficient transportation available, consistent with Rule 41-2, F.A.C.	The TDCB reviews all coordinations contract on an annual basis.
K.	Implement recommendations identified in the CTD's <b>QAPE</b> reviews.	As needed.

**Other Items of Development and Update in accordance with Laws, Rules, and Commission policy:**

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By submission of this Quarterly Report, the information provided is accurate and accountable and corresponds with the activities for this quarter.



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Representative

August 7, 2020

Date