



# Transportation Disadvantaged Coordinating Board Agenda

Date / Time: September 12, 2022 | 2 PM

## Sumter County TDCB Committee Meeting – September 2022

Mon, Sep 12, 2022 2:00 PM - 4:00 PM (EDT)

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The Transportation Disadvantaged Coordinating 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 comprises 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).

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### CALL REGULAR MEETING TO ORDER

Invocation / Pledge of Allegiance

Proper Noticing

Roll-Call

Determination of Quorum

Chair Announcements Sumter County TDCB Chair, Commissioner Craig Estep

Vote to allow virtual Board Members to Vote on Action Items

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### I. AGENDA UPDATE

A. Proposed revisions to today's agenda (if any)

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

At this point in the meeting, the Board will hear citizens' questions, comments, and concerns. If the issue raised is not on today's Agenda, the Board will not take action at this meeting. Questions may be answered by staff or referred for appropriate staff action. If further action is necessary, the item may be placed on a future Board agenda. Public comment shall be limited to three minutes per person.

# Transportation Disadvantaged Coordinating Board Agenda

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## III. CONSENT ITEMS

### A. Approval of June 6, 2022, Meeting Minutes

*Attachment A: June 6, 2022, Sumter County TDCB Meeting Minutes*

### B. Approval of June 6, 2022, Annual Public Hearing Meeting Minutes

*Attachment B: June 6, 2022, Sumter County TDCB Annual Public Hearing Meeting Minutes*

### C. Approval of the MPO's Sumter County Transportation Disadvantaged Planning Grant Agreement for FY2022-23.

*Attachment C: MPO's Sumter County Transportation Disadvantaged Planning Grant Agreement for FY 2022-23*

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## IV. ACTION ITEMS

### A. Subcommittee Annual Appointment.

All subcommittees are to be fully staffed on an annual basis.

- a. *The Grievance Subcommittee consists of five members (currently four): Sandra Woodard, 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 (currently two): Bonnie Cowie, and Thomas Chase.*

*Staff recommends for all current members to be reappointed and new members to fill in vacancies.*

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## V. DISCUSSION ITEMS

Recommendation for approval is requested for 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 quarterly. *The CTD received no calls for Sumter County this quarter.*

### B. Final Sumter County CTC Evaluation Report for FY 2021-2022

The Transportation Disadvantaged Local Coordinating Board reviewed and approved the CTC Evaluation at the June 6, 2022 meeting. The final CTC Evaluation Report was submitted to the CTD.

# Transportation Disadvantaged Coordinating Board Agenda

Date / Time: September 12, 2022 | 2 PM

## *Attachment D: Final Sumter County CTC Evaluation Report FY 2021-2022*

### **C. Upcoming Transportation Disadvantaged Service Plan (TDSP) Major Update**

The Lake~Sumter MPO and CTC are required to develop a Transportation Disadvantaged Service Plan every five years and update the plan annually, with review and approval from the TDCB. The current TDSP was updated in FY 2018-2019 and is therefore due for a major update in FY 2022-2023.

### **D. FY 2023-2027 Transportation Improvement Program (TIP) Update**

As the metropolitan planning organization for Lake and Sumter County, Lake~Sumter MPO adopts a Transportation Improvement Program (TIP) by July 1 annually to ensure that Lake and Sumter County are eligible to receive State and Federal funding for transportation projects. The TIP contains project descriptions, schedules, and corresponding funding allocations regarding transportation improvement projects for the Florida Department of Transportation (FDOT), the 21 local governments of Lake and Sumter County, Lake County Transit, and Sumter County Transit, and local airports. The projects include construction, reconstruction, capital purchases, and maintenance work associated with roads, sidewalks, trails, transit services, airports, and the Transportation Disadvantaged Program. The TIP also identifies the MPO's priority projects for State and Federal funding. The FY 2023-2027 TIP was approved by the MPO Board on June 22, 2022.

## *Attachment E: FY 2023 – 2027 Transportation Improvement Program*

### **E. Sunshine Law and Ethics Training**

The MPO lawyer will provide an overview of Sunshine Laws.

### **F. Board Membership – Recommendations Needed to Fill Vacancies**

The Sumter County TDCB is seeking members to fill the following vacancies:

- Person with a Disability representing the Disabled

### **G. “Why It Matters To Me”**

This will be a recurring agenda item which focuses on various aspects of TD planning and why it is important to the Board members.

- Thomas Chase will discuss how his role supports the transportation disadvantaged community.

### **H. Insights from CTD Conference**

### **I. Upcoming Conferences/Meetings**

- i. FPTA Annual Conference – September 18-20, 2022, at Naples Grande Beach Resort

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## **VI. REPORTS**

- A. FDOT – Luciana Taylor (Jamie Kersey, Transit Project Coordinator)



# Transportation Disadvantaged Coordinating Board Agenda

*Date / Time:* September 12, 2022 | 2 PM

- B. Sumter County CTC – Deborah Snyder, [\*Sumter County Transit Report \(Attachment F\)\*](#)
- C. MTM Transit – Steven Baker
- D. Sumter-Sumter MPO Quarterly Progress Report – Michael Woods, [\*MPO Quarterly Progress Report \(Attachment G\)\*](#)

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## VII. BOARD MEMBER COMMENTS

## VIII. ADJOURNMENT

## IX. NEXT MEETING: December 5, 2022

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.



SUMTER COUNTY

# Transportation Disadvantaged Coordinating Board Public Hearing Agenda

Date / Time: June 6, 2022 | 2 PM

## Sumter County TDCB Public Hearing - June 2022

Mon, June 6, 2022 2:00 PM (EDT)

Please join my meeting from your computer, tablet, or smartphone.

<https://global.gotomeeting.com/join/373958693>

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The Transportation Disadvantaged Coordinating 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).

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### CALL ANNUAL PUBLIC HEARING MEETING TO ORDER

*The purpose of the annual public hearing is to receive public input on unmet needs or any other areas related to local transportation services.*

**Proper Noticing**

**Roll-Call**

**Determination of Quorum**

**Chair Comments - Sumter County TDCB Chair, Commissioner Craig Estep**

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### I. OPEN PUBLIC COMMENT PERIOD

- A. In-Person Public Comments
- B. Virtual Public Comments
- C. Written Public Comments
- D. Board Member Comments



SUMTER COUNTY

# Transportation Disadvantaged Coordinating Board Public Hearing Agenda

*Date / Time:* June 6, 2022 | 2 PM

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## **II. ADJOURN PUBLIC HEARING**

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.



Sumter County Transportation Disadvantaged Coordinating Board  
Minutes – Annual Public Hearing  
Tuesday, June 6, 2022  
1300 Citizens Blvd. Suite 175, Leesburg, FL 34748

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Members Present	Representing
Craig Estep, Chairman	Lake~Sumter MPO
Jo Santiago	FDOT
Sally Moss	Public Education/Sumter County Schools
Sandra Woodard	FL Association CAA/Economically Disadvantaged
Jose Lopez	Citizens Advocate
Steve Homan	FL Department of Elder Affairs
Emilio Santiago	Florida Agency for Health Care Administration
Thomas Chase, Vice Chair	Medical Community
Chantel Buck	Technical Advisor
Members Absent	Representing
Sheri Peterson	Dept. of Children & Families
Jessie Riddle	Vocational Rehabilitation/Dept. of Education
Dominick Nati	Veterans Service Office Representing Veterans
Nora Hanzek	Persons Over 60, representing elderly
Bonnie Cowie	Citizen Advocate/User of the System
Mat Kline	Children at Risk
Barney Johnson	Local Private for-Profit Transportation
Gustavo Henriquez	Regional Workforce Development Board
Staff Present	Representing
Mike Woods	Lake~Sumter MPO
Doris LeMay	Lake~Sumter MPO

#### CALL TO ORDER ANNUAL PUBLIC HEARING

The Annual Public Hearing was called to order by Chairman Craig Estep @ 2:00 p.m. Staff announced that the meeting was properly noticed.

ADJOURNMENT: There being no public comments, the chairman closed the meeting at 2:03 p.m.

\_\_\_\_\_  
Chairman Craig Estep

\_\_\_\_\_  
Date



SUMTER COUNTY TRANSPORTATION DISADVANTAGED COORDINATING BOARD MEETING

SIGN IN SHEET

June 6, 2022

*Public Hearing*

BOARD MEMBER NAME	REPRESENTING	INITIALS
Craig Estep, Chairman	Lake~Sumter MPO	<i>CE</i>
Jo Santiago Carlos Colon (alternate)	FDOT	<i>JS</i>
Sheri Peterson Kimberly Mummey (alternate)	Dept. of Children & Families	
Sally Moss David Williams (alternate)	Public Education Community	<i>online</i>
Jennilyn Green	Voc. Rehabilitation/Dept. of Education	
Dominick Nati	Veterans Service Office	
Sandra Woodard	CAA/Economically Disadvantaged	<i>online</i>
Nora Hanzez	Persons over 60, representing elderly	
Vacant	Person with a disability, representing the disabled	
Jose Lopez	Citizens Advocate	<i>J.L.</i>
Bonnie Cowie	Citizens Advocate/User of System	
Mat Kline	Children at Risk Representative	
Steve Homan Melanie Medina (alternate)	Florida Dept. of Elder Affairs	<i>online</i>
Barney Johnson	Local Private for Profit Transportation	
Emilio Santiago Victoria Anderson (alternate)	Florida Agency for Health Care Admin.	<i>online</i>
Gustavo Henriquez Donna Andrews (alternate)	Workforce Development	
Thomas Chase Nathan Overstreet (alternate)	Medical Community	<i>[Signature]</i>
Chantel Buck	New Vision for Independence	<i>CB</i>







# Transportation Disadvantaged Coordinating Board Agenda

Date / Time: June 6, 2022 | 2 PM

## Sumter County TDCB Committee Meeting - June 2022

Mon, Jun 6, 2022 2:00 PM - 4:00 PM (EDT)

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**Access Code:** 373-958-693

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## CALL REGULAR MEETING TO ORDER

Invocation / Pledge of Allegiance

Proper Noticing

Roll-Call

Determination of Quorum

Chair Announcements Sumter County TDCB Chair, Commissioner Craig Estep

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## I. AGENDA UPDATE

- A. Proposed revisions to today's agenda (if any)

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

At this point in the meeting, the Board will hear citizens' questions, comments, and concerns. If the issue raised is not on today's Agenda, the Board will not take action at this meeting. Questions may be answered by staff or referred for appropriate staff action. If further action is necessary, the item may be placed on a future Board agenda. Public comment shall be limited to three minutes per person.

# Transportation Disadvantaged Coordinating Board Agenda

Date / Time: June 6, 2022 | 2 PM

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## III. CONSENT ITEMS

### A. Annual Approval of Sumter County TDCB Bylaws

*Attachment A: Sumter County TDCB Bylaws*

### B. Annual Approval of the Sumter County Grievance Procedures

*Attachment B: Sumter County TDCB Grievance Procedures*

### C. Approval of February 7, 2022, Meeting Minutes

*Attachment C: February 7, 2022, Sumter County TDCB Meeting Minutes*

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## IV. ACTION ITEMS

### A. Sumter County CTC Evaluation for FY 2021-22

The Transportation Disadvantaged Coordinating Board is tasked with annually reviewing the Community Transportation Coordinator (CTC) and evaluating the CTC's operations and performance. MPO staff is tasked with providing support to the CTC Evaluation Subcommittee in conducting the evaluation. The evaluation includes: (1) information from the latest Annual Operating Report (FY 2020/21), (2) the monitoring of contractors, (3) surveying of riders, contractors, and purchasing agencies, (4) on-site observations of the system, (5) review of rider applications and (6) review of driver files.

The CTC Evaluation Subcommittee recommendations will be presented for review and approval.

*Attachment D: Sumter County CTC Evaluation Workbook for FY 2021-22*

### B. Transportation Disadvantaged Service Plan (TDSP) Minor Update for FY 2022

As per statute, the TDCB is required to review and approve all changes to the TDSP. The following changes were made to update the previous service plan:

- Annual updates to reflect current membership, rate model, System Safety Program Plan Annual Certification, paratransit vehicle inventory, and the Annual Operating Report.

*Attachment E: TDSP Minor Update for FY 2022*

### C. Approval of FY 2023 TDCB Meeting Calendar

Draft TDCB Meeting Dates for FY 2023:

- August 1, 2022
- November 7, 2022
- February 6, 2023
- June 5, 2023

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## V. DISCUSSION ITEMS

Recommendation for approval is requested for Discussion Items.

# Transportation Disadvantaged Coordinating Board Agenda

*Date / Time:* June 6, 2022 | 2 PM

**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 quarterly. *The CTD received no calls for Sumter County this quarter.*

**B. Board Membership – Recommendations Needed to Fill Vacancies**

The Sumter County TDCB is seeking members to fill the following vacancies:

- Person with a Disability representing Disabled

**C. “Why It Matters To Me”**

This will be a recurring agenda item which focuses on various aspects of TD planning and why it is important to the Board members.

- Chantel Buck will discuss how her role supports the transportation disadvantaged community
- Sumter County TDCB rider demographics discussion

**D. Upcoming Conferences/Meetings**

- 30<sup>th</sup> Annual Transportation Disadvantaged Training Workshop & Expo – August 30-31, 2022, at Renaissance Orlando at SeaWorld
- FPTA Annual Conference – September 18-20, 2022 at Naples Grande Beach Resort

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## VI. REPORTS

- A. FDOT – Jo Santiago
- B. Sumter County CTC – Deborah Snyder, [\*Sumter County Transit Report \(Attachment F\)\*](#)
- C. MTM Transit – Steven Baker
- D. Lake-Sumter MPO Quarterly Progress Report – Michael Woods, [\*MPO Quarterly Progress Report \(Attachment G\)\*](#)

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## VII. BOARD MEMBER COMMENTS

## VIII. ADJOURNMENT

## IX. NEXT MEETING: August 1, 2022

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.



## MINUTES

SUMTER COUNTY

TRANSPORTATION DISADVANTAGED COORDINATING BOARD

Minutes – June 6, 2022

1300 Citizens Blvd., Suite 175 Leesburg, FL 34748

### Members Present

Craig Estep, Chairman

Jo Santiago

Sally Moss

Sandra Woodard

Jose Lopez

Steve Homan

Emilio Santiago

Thomas Chase, Vice Chair

Chantel Buck

### Representing

Lake~Sumter MPO

FDOT

Public Education/Sumter County Schools

FL Association CAA/Economically Disadvantaged

Citizens Advocate

FL Department of Elder Affairs

Florida Agency for Health Care Administration

Medical Community

Technical Advisor

### Members Absent

Sheri Peterson

Jessie Riddle

Dominick Nati

Nora Hanzez

Bonnie Cowie

Mat Kline

Barney Johnson

Gustavo Henriquez

### Representing

Dept. of Children & Families

Vocational Rehabilitation/Dept. of Education

Veterans Service Office Representing Veterans

Persons Over 60, representing elderly

Citizen Advocate/User of the System

Children at Risk

Local Private for-Profit Transportation

Regional Workforce Development Board

### 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 2:04 p.m. by Chair Craig Estep. Staff announced that the meeting was properly noticed, the roll was called, at which time it was noted that a quorum was present. (9 Voting Members)

### I. AGENDA UPDATE

Item C – Action Item updates

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

III. CONSENT ITEMS

- A. Annual Approval of Sumter County TDCB Bylaws
- B. Annual Approval of the Sumter County Grievance Procedures
- C. Approval of February 7, 2022, Meeting Minutes

*On a motion by Sally Moss seconded by Chantel Buck and carried unanimously by a Vote of 9-0, the Board approved items A-C as Presented.*

IV. ACTION ITEMS:

- A. Sumter County CTC Evaluation for FY 2021-22 – Kelsey Peterson, WSP presented the Sumter County CTC Evaluation. Discussion continued.

*On a motion by Chantel Buck seconded by Jo Santiago and carried unanimously by a Vote of 9-0, the Board approved the Sumter County CTC Evaluation as presented.*

- B. Transportation Disadvantaged Service Plan (TDSP) Minor Update for FY 2022 – Kelsey Peterson, WSP presented the TDSP Minor Update.

*On a motion by Thomas Chase seconded by Chantel Buck and carried unanimously by a Vote of 9-0, the Board approved the TDSP Minor Update as presented.*

- C. Approval of FY 2023 TDCB Meeting Calendar. September 12, December 5, February 6 June 5.

*On a motion by Sally Moss seconded by Jose Lopez and carried unanimously by a Vote of 9-0, the Board approved the FY 2023 TDCB Meeting calendar as presented.*

V. DISCUSSION ITEMS:

- A. Review and discussion of the Commission for the Transportation Disadvantaged (CTD) Ombudsman Report – Michael Woods
- B. Board Membership – Recommendations Needed to Fill Vacancies
- C. Why It Matters To Me – Chantel Buck, New Vision for Independence
- D. Upcoming Conferences/Meetings – Michael Woods

VI. REPORTS

- A. FDOT – Jo Santiago
- B. Sumter County Transit – Deborah Snyder
- C. MTM Transit – Steven Baker
- D. Lake-Sumter MPO – Michael Woods



VII. BOARD MEMBER COMMENTS –

Chantel Buck – Inquired about Mobility Week and Sumter County Participation.

VIII. ADJOURNMENT



There being no further business to discuss, the meeting adjourned at 2:41 p.m.

IX. NEXT MEETING: September 12, 2022 @ 2:00 PM

\_\_\_\_\_  
Chair Craig Estep

\_\_\_\_\_  
Date

**SUMTER COUNTY TRANSPORTATION DISADVANTAGED COORDINATING BOARD MEETING  
SIGN IN SHEET  
February 7, 2022**

<b>BOARD MEMBER NAME</b>	<b>REPRESENTING</b>	<b>INITIALS</b>
Craig Estep, Chairman	Lake~Sumter MPO	COE
Jo Santiago Carlos Colon (alternate)	FDOT	JAS
Sheri Peterson Kimberly Mummey (alternate)	Dept. of Children & Families	online
Sally Moss David Williams (alternate)	Public Education Community	online
Jessie Riddle (alternate)	Voc. Rehabilitation/Dept. of Education	
Dominick Nati	Veterans Service Office	online
Sandra Woodard	CAA/Economically Disadvantaged	
Nora Hanzez	Persons over 60, representing elderly	
Vacant	Person with a disability, representing the disabled	
Jose Lopez	Citizens Advocate	
Bonnie Cowie	Citizens Advocate/User of System	
Mat Kline	Children at Risk Representative	
Steve Homan Melanie Medina (alternate)	Florida Dept. of Elder Affairs	online
Barney Johnson	Local Private for Profit Transportation	
Ivonne Perez Victoria Anderson (alternate)	Florida Agency for Health Care Admin.	online
Gustavo Henriquez Donna Andrews (alternate)	Workforce Development	online
Thomas Chase Nathan Overstreet (alternate)	Medical Community	
Chantel Buck	New Vision for Independence	

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Doris LeMay  
Lake-Sumter Mpo  
1300 Citizens BLVD # 175  
Leesburg FL 34748-3965

STATE OF FLORIDA, COUNTY OF LAKE

The Daily Commercial, a newspaper printed and published in the city of Leesburg, and of general circulation in the Counties of Lake and Sumter, State of Florida, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated or by publication on the newspaper's website, if authorized, on:

05/27/2022

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Notary Public  
State of Wisconsin

## PUBLIC NOTICE

Pursuant to the provisions of Chapter 286, Florida Statute, Section 286.0105, Sunshine Law, the Lake-Sumter Metropolitan Planning Organization (MPO) has scheduled the following board/committee meetings during the month of June 2022 on the date and location indicated:  
The following meetings will be held Virtually and @ Lake-Sumter MPO, 1300 Citizens Blvd. Suite 175, Leesburg, FL. Lake County Transportation Disadvantaged Coordinating Board Annual Public Hearing with the regular meeting shortly thereafter June 6, 2022, 10:00 a.m.  
Sumter County Transportation Disadvantaged Coordinating Board Annual Public Hearing with the regular meeting shortly thereafter June 6, 2022, 2:00 p.m.  
One or more MPO Governing Board members or one or more Lake County Board of County Commissioners or Sumter County Board of County Commissioners and one or more members of different committees or boards may be in attendance and may participate in discussions on any of the committee or board meetings noticed in this monthly schedule. All interested citizens are welcome to attend. Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability, or family status. Persons who require special accommodations under the Americans with Disabilities Act or persons who require translation services (free of charge) should contact the MPO at 352-315-0170 at least seven days prior to the scheduled meeting. Pursuant to the provisions of Chapter 286, Florida Statute, Section 286.0105, if a person decides to appeal any decision made by an above named committee with respect to any matter considered during any meeting of such committee, he or she may need to ensure a verbatim record of the proceedings is made, which may include the testimony and evidence upon which the appeal is to be based. The list of meetings is not all-inclusive and may not contain special meetings or meetings that may not have been scheduled as of this posting.  
LAKE-SUMTER MPO  
5/27/2022 7334168



# Transportation Disadvantaged Coordinating Board 2022 Member List

NAME

REPRESENTING

Commissioner Craig Estep / Chair

Lake Sumter MPO

Jo Santiago

FDOT

Carlos Colon (Alternate)

Sheri Peterson

Department of Children & Families

Kimberly Mummey (Alternate)

Sally Moss

Public Education Community

David Williams (Alternate)

Jesse Riddle

Vocational Rehabilitation/Fl. Dept. of Education

Dominick Nati

Veterans Service Office

Sandra Woodard

CAA/Economically Disadvantaged

Nora Hanzez

Persons over 60, representing elderly

Vacant

Person with a Disability representing Disabled

Jose Lopez

Citizens Advocate

Bonnie Cowie

Citizens Advocate/ User of System

Mat Kline

Children at Risk Representative

Steve Homan

Florida Dept. of Elder Affairs

Melanie Medina (Alternate)

Barney Johnson

Local Private For-Profit Transportation

Ivonne Perez

Florida Agency for Health Care Administration

Victoria Anderson (Alternate)

Gustavo Henriquez

Workforce Development

Donna Andrews (Alternate)

Thomas Chase

Medical Community

Nathan Overstreet (Alternate)

Chantel Buck

New Vision for Independence

SAMAS Approp	108846	Fund	TDTF	FM/Job No(s)	43202911401
SAMAS Obj	751000	Function	615	CSFA No.	55.002
Org. Code	55120000952	Contract No	G2980	Vendor No.	37-1882383

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

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 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, 1300 Citizens Blvd, Suite 175, Leesburg, FL 34748, 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 2022-23 Program Manual and Instructions 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.

**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 2022-23 Program Manual and Instructions for the Planning Grant.

**3.00 Total Project Cost:** The total estimated cost of the Project is \$ 22,709.00. 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 in the Project in the amount of \$ 22,709.00 as detailed in Exhibit "B".

**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. This is a lump sum – percent complete grant to accomplish the tasks identified in the law, rule, and the grant. It is not subject to adjustment due to the actual cost experience of the recipient in the performance of the grant agreement. The amount paid is based on the weighted value of the tasks and deliverables listed in Exhibits A and B that have been accomplished for the invoiced period. Prior to payment, the tasks performed and deliverables are subject to review and acceptance by the Commission. The criteria for acceptance of completed tasks and deliverables are based on the most recent regulations, guidelines or directives related to the particular task and deliverable.

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

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

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

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

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

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

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

**6.60 Audits:**

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

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Grantee's use of state financial assistance may include but not be limited to on-site visits by Commission and/or Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Commission by this Agreement. By entering into this Agreement, the Grantee agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Commission and/or the Department. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Commission, the Department, the 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,** [FLCTDinvoice@dot.state.fl.us](mailto:FLCTDinvoice@dot.state.fl.us), 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, 2023.

**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 2022-23 Program Manual and Instructions 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 agrees 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, 2023. 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, 2023.

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

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



FM/JOB No(s).	43202911401
CONTRACT NO.	G2980
AGREEMENT DATE	

**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, 1300 Citizens Blvd, Suite 175, Leesburg, FL 34748.

**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 2022-23 Program Manual and Instructions 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.

**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, minutes of related workshop, and a copy of the public notice of the workshop. 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.

**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:** CTC Organization and Certification 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, 1300 Citizens Blvd, Suite 175, Leesburg, FL 34748.

**I. PROJECT COST:**

Estimated Project Cost shall conform to those eligible deliverables as indicated by Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, and the Fiscal Year 2022-23 Program Manual and Instructions for the Planning Grant. For the required services, compensation shall be the total maximum limiting amount of \$22,709.00 for related planning services in Sumter County(ies)

Task 1	17%	\$3,860.53
Task 2	15%	\$3,406.35
Task 3	40%	\$9,083.60
Task 4	4%	\$908.36
Task 5	4%	\$908.36
Task 6	4%	\$908.36
Task 7	4%	\$908.36
Task 8	4%	\$908.36
Task 9	4%	\$908.36
Task 10	4%	\$908.36
<b>TOTAL:</b>	<b>100%</b>	<b>\$22,709.00</b>

**II. SOURCE OF FUNDS**

Commission for the Transportation Disadvantaged State Funds (100%)	<u>\$22,709.00</u>
<b>Total Project Cost</b>	<u>\$22,709.00</u>

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

FY 22/23      Jul    Aug    Sep    Oct    Nov    Dec    Jan    Feb    Mar    Apr    May    June

FM/JOB No(s).	43202911401
CONTRACT NO.	G2980
AGREEMENT DATE	

**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, 1300 Citizens Blvd, Suite 175, Leesburg, FL 34748.

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.

FM/JOB No(s).	43202911401
CONTRACT NO.	G2980
AGREEMENT DATE	

**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  
**State Project Title:** Department of Transportation  
COMMISSION FOR THE TRANSPORTATION DISADVANTAGED  
(CTD)  
PLANNING GRANT PROGRAM  
**CSFA Number:** 55.002  
**\*Award Amount:** \$22,709.00

\*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:**

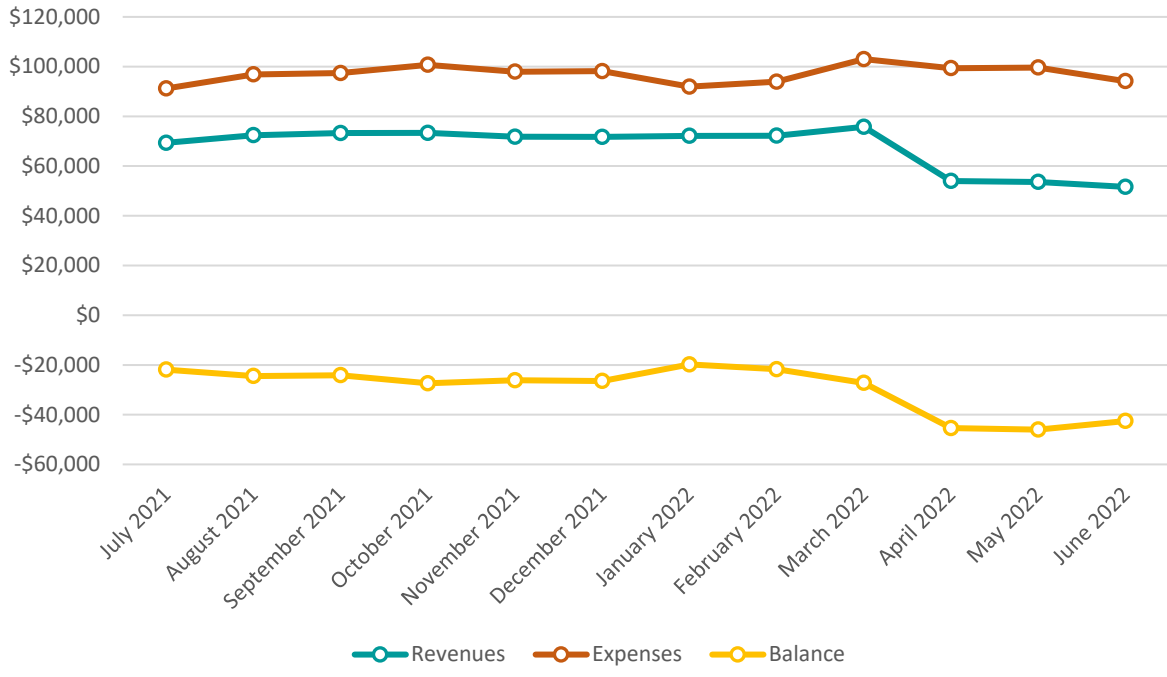
State Project Compliance Requirements for CSFA Number 55.002 are provided at:

<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at:

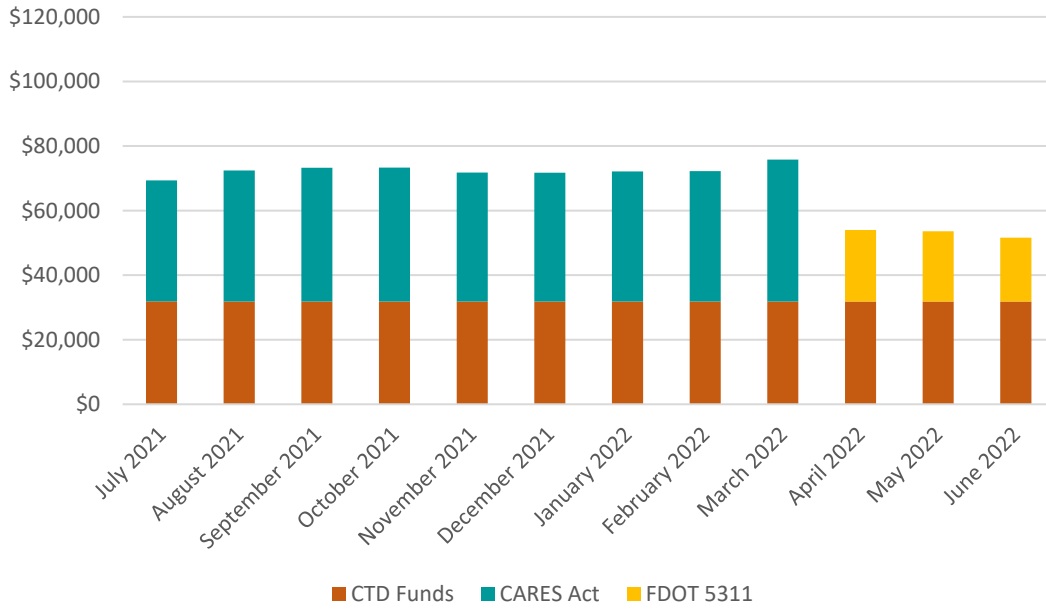
<https://apps.fldfs.com/fsaa/compliance.aspx>

# Sumter County Transit Fund

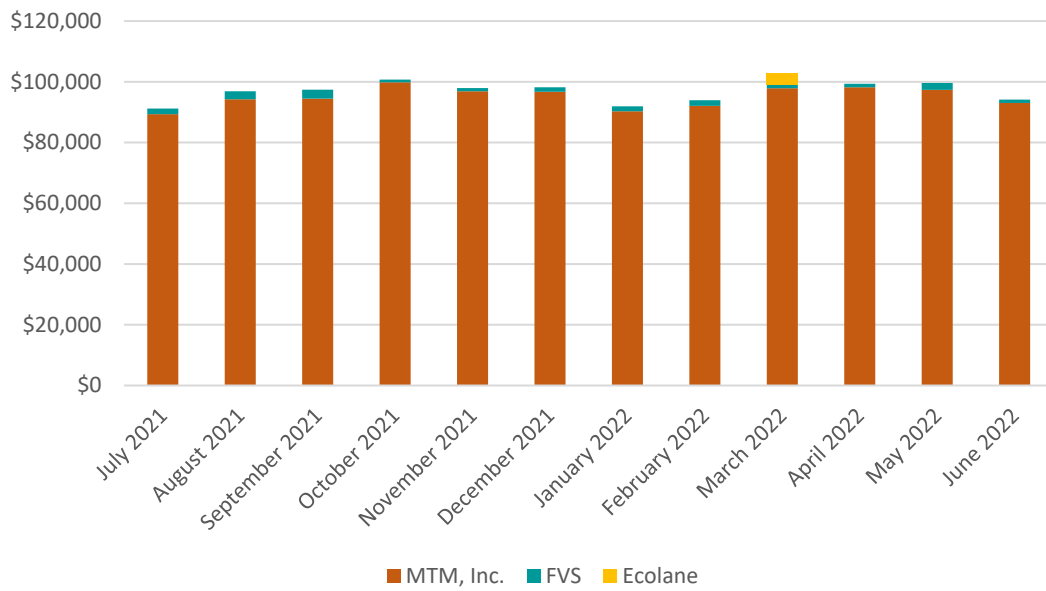




## Sumter County Transit Revenues



## Sumter County Transit Expenses



### LEGEND NOTES

<b>CTD</b>	Commission for the Transportation Disadvantaged
<b>MTM, Inc.</b>	Medical Transportation Management - Transit Contractor
<b>FVS</b>	First Vehicle Services - Fleet Maintenance Contractor
<b>Ecolane</b>	Transit Software System used by MTM, Inc.

County(ies) Name: **Sumter County**

Lake~Sumter MPO  
 1300 Citizens Blvd., Suite 175  
 Leesburg, FL 34748  
 0

**BILL TO:**

Commission for the Transportation Disadvantaged  
 605 Suwannee Street, MS 49  
 Tallahassee, FL 32399-0450

**Invoice Number:** G1Y72 Q4

**Invoice Date:** July 25, 2022

**Grant Number:** G1Y72

<b>Dates of Services</b>	<b>April 1 - June 30, 2022</b>
--------------------------	--------------------------------

Task	Budgeted Amount	Cummulative Total % Of Task Prev Billed	% of Task Complete This Billing Period	YTD % Of Task Complete	Complete	YTD Billed	Billed This Period	Remaining Budget
1: TDSP	\$ 3,849.82	0%	100%	100.0%	YES	\$ 3,849.82	\$ 3,849.82	\$ -
2A: Evaluation (or) 2B: Selection	\$ 3,396.90	0%	100%	100.0%	YES	\$ 3,396.90	\$ 3,396.90	\$ -
3: LCB Mtgs	\$ 9,058.40	75%	25%	100.0%	YES	\$ 9,058.40	\$ 2,264.60	\$ -
4: Public Workshop	\$ 905.84	0%	100%	100.0%	YES	\$ 905.84	\$ 905.84	\$ -
5: By-Laws	\$ 905.84	0%	100%	100.0%	YES	\$ 905.84	\$ 905.84	\$ -
6: Grievance Procedures	\$ 905.84	0%	100%	100.0%	YES	\$ 905.84	\$ 905.84	\$ -
7: AOR Review	\$ 905.84	100%	100%	100.0%	YES	\$ 905.84	\$ -	\$ -
8: AER	\$ 905.84	100%	100%	100.0%	YES	\$ 905.84	\$ -	\$ -
9: Quarterly Progress Rprt	\$ 905.84	75%	25%	100.0%	YES	\$ 905.84	\$ 226.46	\$ -
10: Training Workshop	\$ 905.84	100%	100%	100.0%	YES	\$ 905.84	\$ -	\$ -
<b>Total</b>	<b>\$ 22,646.00</b>					<b>\$ 22,646.00</b>	<b>\$ 12,455.30</b>	<b>\$ -</b>

**Total To Be Paid On This Invoice    \$                    12,455.30**

Add: Justification, notes, or explanation

Revision Date: 06/30/2021



SERVICE AREA/COUNTIES:

Sumter County

INVOICE NUMBER: G1Y72 Q4

INVOICE DATE: July 25, 2022

QUARTER SERVICE DATES: April 1 - June 30, 2022

AGENCY

Lake~Sumter MPO  
1300 Citizens Blvd., Suite 175  
Leesburg, FL 34748  
0

SUMMARY REPORT - Invoice Support (A review of the Planning Grant Program Manual is recommended when submitting each task.)

TASK	SUBMITTED	Deliverable & support documentation provided with invoice includes:	AMOUNT	FLCTD Reviewer's Initials
1: TDSP	YES	The new TDSP which has been completed and presented to the LCB; or the annual update has been completed and presented to the LCB.	\$3,849.82	
2A: Solicitation / 2B: Evaluation	YES	2A: Planning agency's letter of recommendation and signed resolution. 2B: LCB and planning agency selected CTC evaluation worksheets pursuant to the most recent version of the Commission's CTC Evaluation Workbook.	\$3,396.90	
3: LCB Mtgs	YES	Local Coordinating Board (LCB) has met for the quarter. Documentation for this meeting has been provided including but not limited to: meeting agenda; minutes; membership roster; notice of meetings.	\$2,264.60	
4: Public Workshop	YES	Public Workshop Meeting took place during this quarter. Documentation for this meeting has been provided including but not limited to: meeting agenda; minutes; notice of meetings.	\$905.84	
5: By-Laws	YES	Local Coordinating Board has reviewed and approved by-laws. Cover page of document has been updated to reflect date of update and LCB signature.	\$905.84	
6: Grievance Procedures	YES	Local Coordinating Board has reviewed and approved Grievance Procedures. Cover page of document has been updated to reflect date of update and LCB signature.	\$905.84	
			\$0.00	
			\$0.00	
9: Quarterly Progress Rpt.	YES	A complete Quarterly Progress Report has been submitted with invoices. Quarterly report has been signed by planning agency representative. Electronic signatures are acceptable.	\$226.46	
			\$0.00	
<b>TOTAL</b>			<b>\$12,455.30</b>	

Certification from Planner

By submission of this form, Grantee certifies that the above listed tasks have been completed and the required deliverables have been submitted in their entirety.



SERVICE AREA/COUNTIES:

Sumter County

INVOICE NUMBER: G1Y72 Q4

INVOICE DATE: July 25, 2022

QUARTER SERVICE DATES: April 1 - June 30, 2022

AGENCY

Lake~Sumter MPO

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)	This will happen in FY 2023-24.
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)	MPO TDCB Bylaws outline the process for appointment and reappointment of members
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 prepares the quarterly agendas and supporting materials for each 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 prepares meeting minutes for each quarterly 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)	The Sumter TDCB held its annual public hearing on June 6, 2022
F. Provide staff support for <b>committees</b> of the local coordinating board. (Task 3)	The MPO TDCB outlines the process for TDCB establishing committees as needed, MPO staff provides committee support as needed.
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 TDCB approved the MPO TDCB Bylaws at the June 6, 2022 meeting
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 TDCB approved the MPO TDCB Grievance Procedures at the June 6, 2022 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)	Sumter TDCB Membership poster is attached.
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)	Sumter TDCB meeting public notice is attached.
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)	The Sumter AOR was reviewed by Sumter TDCB at the August 2021 meeting

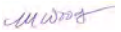
L. Report the <b>actual expenditures</b> (AER) of direct federal and local government transportation funds to the Commission for the Transportation Disadvantaged no later than September 15th. (Task 8)	The Sumter AER was reviewed by the Sumter TDCB at the August 2021 meeting
<b>II. SERVICE DEVELOPMENT</b>	<b>PROGRESS</b>
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)	The Sumter TDSP was updated and approved at the June 6, 2022 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 TDCBs are involved in the long range planning of the MPO planning area.
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 board is represented on the TDCB
<b>III. TECHNICAL ASSISTANCE, TRAINING, AND EVALUATION</b>	<b>PROGRESS</b>
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 quarterly Progress Reports are included in the TDCB agenda packets.
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 staff attended the October 2021 annual CTD training workshop in Daytona Beach.
C. Attend at least one <b>CTD meeting</b> each year within budget/staff/schedule availability.	MPO staff attended the October 2021 CTD business meeting in Daytona Beach.
D. Notify CTD staff of local <b>TD concerns</b> that may require special investigations.	As needed.
E. Provide <b>training</b> for newly-appointed LCB members. (Task 3)	The MPO holds TD 101 workshops are needed for new Board members.
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.	as needed
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)	The TDCB reviews all funding agreements and contracts.
H. Ensure the local coordinating board conducts, as a minimum, <b>an 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 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)	The CTC evaluation was reviewed and approved at the June 6, 2022 TDCB meeting

I. Assist the CTD in <b>joint reviews</b> of the CTC.	as needed
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 coordination contracts.
K. Implement recommendations identified in the CTD's <b>QAPE</b> reviews.	The TDCB reviews and discusses the QAPE recommendations and gets updates as needed.

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

[Redacted area]

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



Representative  
Date: 7/25/2022

Revised: 06/30/2021