

Lake County Transportation Disadvantaged Service Plan

FY 2013/14 – 2017/18

Major Update - Approved September 9, 2013

Annual Update – May 12, 2014

Amendment – November 17, 2014

Annual Update – May 11, 2015

Amendment – November 9, 2015

Annual Update – June 6, 2016

Annual Update – June 12, 2017



PREPARED BY THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS
& LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION
WITH THE ASSISTANCE OF THE LAKE COUNTY TRANSPORTATION DISADVANTAGED COORDINATING BOARD



TABLE OF CONTENTS

LAKE COUNTY TRANSPORTATION DISADVANTAGED SERVICE PLAN FY 2013/14 – 2017/18

SECTION 1 - DEVELOPMENT PLAN

Introduction	1
Service Area Profile and Demographics.....	11
Service Analysis.....	21
Goals, Objectives, and Strategies & Implementation Schedule	42

SECTION 2 - SERVICE PLAN

Operations	52
Cost Revenue Allocation and Rate Structure Justification.....	79

SECTION 3 – QUALITY ASSURANCE

Monitoring and Evaluation Process	82
---	----

APPENDICES

Appendix A: Coordinating Board Certification and Roll Call Vote Sheet	
Appendix B: Grievance Procedures	
Appendix C: Vehicle Inventory List	
Appendix D: System Safety Program Plan & Annual Safety Certification	
Appendix E: FY 2013/14 Approved Rate Calculations	
Appendix F: Operator Contract with Ride Right, effective October 1, 2013	
Appendix G: Peer Group Analysis Data	
Appendix H: Maps 1-1 thru 1-15	
Appendix I: Forecasting Demand Model Spreadsheets	

Appendix H: List of Maps 1-1 thru 1-15

- Map 1-1: Lake County Florida
- Map 1-2: 2010 Census Divisions
- Map 1-3: Future Land Use
- Map 1-4: Lake Transit Routes
- Map 1-5: Population Density (2010 Census)
- Map 1-6: Population Age 17 and Under (2010 Census)
- Map 1-7: Population Age 65 and Above (2010 Census)
- Map 1-8: Household Density (2010 Census)
- Map 1-9: Households with Income Under \$10,000 (2010 Census)
- Map 1-10: Households with No Vehicle Available (2010 Census)
- Map 1-11: Employment Density (2010 Census)
- Map 1-12: Extended Commuter Travel Time (2010 Census)
- Map 1-13: Workers Using Carpools (2010 Census)
- Map 1-14: Workers Using Public Transportation (2010 Census)
- Map 1-15: Major Activity Centers

LIST OF TABLES

Table 1-1: Lake County Population Trends	13
Table 1-2: Lake County Demographic and Journey-to-Work Characteristics.....	14
Table 1-3: County of Work for Workers Residing in Lake County	16
Table 1-4: Commuting from Neighboring Counties to Lake County	17
Table 1-5: Major Employers in Lake County - 2013	18
Table 1-6: Business Quick Facts	18
Table 1-7: Forecasts of TD Populations in Lake County	21
Table 1-8: 2011 Lake County Potential TD Population (Category I)	22
Table 1-9: 2011 Lake County Potential TD Population (Category II)	22
Table 1-10: Lake County CTC Trend Analysis Performance Measures	23
Table 1-11: Lake County CTC Trend Analysis Effectiveness Measures.....	25
Table 1-12: Lake County CTC Trend Analysis Efficiency Measures	26
Table 1-13: Lake County CTC Trend Analysis Summary.....	28
Table 1-14: Lake County CTC System Peers – FY 2012	29
Table 1-15: CTC Peer Analysis Performance Measures, FY 2012	30
Table 1-16: CTC Peer Analysis Effectiveness Measures, FY 2012.....	33
Table 1-17: CTC Peer Analysis Efficiency Measures, FY 2012	35
Table 1-18: Lake CTC Peer Analysis Summary – FY 2012	36
Table 1-19: Forecasts of Lake County Program Trip Demand and Supply.....	38
Table 1-20: Forecasts of Lake County General Trip Demand and Supply.....	39

LIST OF FIGURES

Figure 1-1: Passenger Trips	23
Figure 1-2: Vehicle Miles.....	23
Figure 1-3: Revenue Miles	24
Figure 1-4: Operating Expenses	24
Figure 1-5: Operating Revenues.....	24
Figure 1-6: Total Fleet.....	24
Figure 1-7: Vehicle Miles per TD Capita.....	25
Figure 1-8: Vehicle Miles per Passenger Trip	25
Figure 1-9: Passenger Trips per TD Capita.....	25
Figure 1-10: Passenger Trips per Vehicle Mile	25
Figure 1-11: Accidents per 100,000 Vehicle Miles	26
Figure 1-12: Vehicle Miles between Roadcalls.....	26
Figure 1-13: Operating Expense per Passenger Trip.....	27
Figure 1-14: Operating Expense per Vehicle Mile	27
Figure 1-15: Operating Expense per Driver Hour	27
Figure 1-16: Local Non-Government Revenue Ratio	27
Figure 1-17: Local Government Revenue Ratio	27
Figure 1-18: Service Area Population	31
Figure 1-19: Potential TD Population	31
Figure 1-20: Passenger Trips	31
Figure 1-21: Vehicle Miles.....	31
Figure 1-22: Revenue Miles	31
Figure 1-23: Operating Expenses	31
Figure 1-24: Operating Revenues.....	32
Figure 1-25: Total Fleet.....	32
Figure 1-26: Vehicle Miles per TD Capita.....	33
Figure 1-27: Vehicle Miles per Passenger Trip	33
Figure 1-28: Passenger Trips per TD Capita	33
Figure 1-29: Passenger Trips per Vehicle Mile	33
Figure 1-30: Accidents per 100,000 Vehicle Miles	34
Figure 1-31: Passenger Trips per TD Capita	34
Figure 1-32: Operating Expense per Passenger Trip.....	35
Figure 1-33: Operating Expense per Vehicle Mile	35
Figure 1-34: Operating Expense per Driver Hour	35
Figure 1-35: Local Non-Government Revenue Ratio	35
Figure 1-36: Local Government Revenue Ratio	36

SECTION 1: DEVELOPMENT PLAN

INTRODUCTION

The following report, entitled Lake County Transportation Disadvantaged Service Plan (TDSP) is a major update and fulfills the requirements of the Florida Commission for the Transportation Disadvantaged (CTD) as it relates to the TDSP, which requires each Community Transportation Coordinator (CTC) submit a TDSP, or an annually updated tactical plan that includes the following components for the local transportation disadvantaged (TD) program:

- (1) *Development Plan;*
- (2) *Service Plan including Cost/Revenue Allocation and Rate Structure Justification; and*
- (3) *Quality Assurance*

The annual update of the Lake County TDSP is a coordinated effort between the Lake~Sumter Metropolitan Planning Organization (MPO) and the Lake County CTC with the guidance and approval of the Lake County Transportation Disadvantaged Coordinating Board (TDCB).

The TDSP also serves as the Locally Coordinated Human Services Transportation Plan (LCHSTP) for the Lake County area, as required by the Federal Transit Administration (FTA) for funding under its Job Access and Reverse Commute (JARC), New Freedom (NF) and Elderly Individuals and Individuals with Disabilities Programs. The TDSP fulfills the FCTD requirements for the TDSP submittal and FTA requirements for and LCHSTP.

1. BACKGROUND OF THE TRANSPORTATION DISADVANTAGED PROGRAM

Transportation Disadvantaged

The purpose of this section is to provide information about the organization and development of Florida's Transportation Disadvantaged Program.

The Florida Coordinated Transportation System (FCTS) was created in 1979 with the enactment of Chapter 427, F.S. Chapter 427 defines TD as:

"...those persons who because of physical or mental disability, income status, or age are unable to transport themselves or to purchase transportation and are, therefore, dependent upon others to obtain access to health care, employment, education, shopping, social activities, or children who are handicapped or high-risk or at-risk as defined in Section 411.202, Florida Statutes."

The statewide TD program was developed in order to better coordinate existing TD services sponsored by social and human service agencies. The purpose of coordination is to provide transportation services in a manner that is cost-effective, efficient and reduces fragmentation and duplication of services.

The 1979, Chapter 427, *Florida Statutes*, created the Coordinating Council for the Transportation Disadvantaged within the Department of Transportation to foster the coordination of transportation services.

In 1989, the Florida Legislature reviewed and amended Chapter 427, *Florida Statutes*. As a result of the amendment an independent Commission was created along with a first-time dedicated trust fund. Through Chapter 427, *Florida Statutes*, and Rule 41-2, *Florida Administrative Code*, the Commission for the Transportation Disadvantaged (CTD) is responsible for accomplishing the coordination of transportation services provided to the transportation disadvantaged individuals in the State of Florida.

The following sections identify each of the major components of Florida's Transportation Disadvantaged Program.

Florida Commission for the Transportation Disadvantaged (CTD)

The CTD is an independent state-level commission reporting directly to the Governor and the Legislature. The 1989 revisions assigned the Commission to the Florida Department of Transportation for administrative and fiscal accountability purposes. The CTD is responsible for establishing policies, procedures and standards for the delivery of statewide coordinated transportation disadvantaged services; administering the Transportation Disadvantaged Trust Fund; providing statewide training and technical assistance to local partners in establishing coordinated transportation systems, managing contracts, and developing a five-year plan to address the transportation needs of transportation disadvantaged person.

The CTD is comprised of seven members, all of whom are appointed by the Governor. Five of the members must have significant experience in the operation of a business, and it is the intent of the Legislature that, when making an appointment, the Governor selects persons who reflect the broad diversity of the business community in this state, as well as the racial, ethnic, geographical, and gender diversity of the population of this state. Two of the members must have a disability and use the transportation disadvantaged system.

Each member shall represent the needs of the transportation disadvantaged throughout the state. A member may not subordinate the needs of the transportation disadvantaged in general in order to favor the needs of others residing in a specific location in the state.

Each member is appointed to a term of four (4) years and may be reappointed for one (1) additional four (4)-year term. Each member must be a resident of the state and a registered voter. At any given time at least one member must be 65 years of age or older.

The Chairperson shall be appointed by the Governor, and the Vice Chairperson of the Commission shall be elected annually from the membership of the Commission.

Page 5 contains an organization chart identifying parties involved in the provision of TD transportation services in Florida.

Designated Official Planning Agency

The Designated Official Planning Agency is appointed by the Commission to assist the Commission at the local level in accomplishing the coordination of transportation services to the transportation disadvantaged. A planning agency may be responsible for multiple service areas. In the urbanized areas of the state, the planning agencies are metropolitan planning organizations (MPOs). In the rural areas of the state, organizations eligible to serve as planning agencies are:

- County or city governments;
- Regional Planning Councils;
- Metropolitan Planning Organizations;
- Local planning organizations that are currently performing planning activities.

The Lake~Sumter Metropolitan Organization began serving as the Planning Agency for Lake County in April, 2005.

The duties of the planning agency include providing sufficient staff support to enable the Coordinating Board to fulfill its responsibilities, procure and recommend a Community Transportation Coordinator to the Commission and coordinate and conduct transportation planning at the local level.

Transportation Disadvantaged Coordinating Board (TDCB)

The purpose of the local coordinating board is to provide advice and direction to the CTC concerning the coordination of transportation services. The Designated Official Planning Agency is responsible for appointing an elected official from Lake County to serve as the official chairperson for all coordinating board meetings. The Vice-Chairperson is elected annually by the voting members of the board. Additional member groups which compose the LCB include:

- A local representative of the Florida Department of Transportation
- A local representative of the Florida Department of Children and Families
- A local representative of the Public Education Community
- A local representative of the Florida Division of Vocational Rehabilitation or the Division of Blind Services, representing the Department of Education

- Veterans Service Office representing the veterans of the County
- Florida Association for Community Action (President) as representing the economically disadvantaged in the County
- A person over sixty years of age representing the elderly in the County
- A person with a disability representing the disabled in the County
- A citizen's advocate representative in Lake County
- A citizen's advocate representative in Lake County, who uses the transportation services
- A local representative for children at risk
- A local representative of the Florida Department of Elder Affairs
- A representative of the local private for profit transportation industry
- A local representative of the Florida Agency for Health Care Administration
- A representative of the Regional Workforce Development
- A representative of the local medical community

The duties include providing guidance for the local coordination of services and to oversee the Community Transportation Coordinator.

Community Transportation Coordinator (CTC)

The Community Transportation Coordinator is responsible for ensuring that coordinated transportation services are provided to serve the transportation disadvantaged. The CTC may provide all or a portion of transportation disadvantaged service in a designated area. CTCs may also subcontract or broker services if it is cost effective and efficient. The CTC is responsible for planning, administration, monitoring, coordination, arrangement and delivery of the coordinated transportation disadvantaged services originating in their designated service area. The CTC for Lake County is the Lake County Board of County Commissioners.

2. DESIGNATION DATE/HISTORY

On June 7, 1983, Lake Sumter Mental Health Center and Hospital was designated as the TD Provider for Lake County by the TD Advisory Committee of the Lake County Board of County Commissioners and the East Central Florida Regional Planning Council. In November 1990, Lake Sumter Mental Health Center and Hospital was recommended by the Lake County Board of County Commissioners, which was the County's Designated Official Planning Agency, and approved by the State of Florida CTD to be the CTC for Lake County. In September 1992, Lake Sumter Mental Health Center and Hospital changed its name to LifeStream Behavioral Center (LifeStream).

Beginning in 2001, the Lake County Board of County Commissioners became the County's CTC, and subsequently contracted with LifeStream for the management and provision of TD service in Lake County (which LifeStream provided under the operation of "Lake County Transit"). On November 7, 2003, the CTD extended Lake County's CTC designation until October 30, 2008.

The Lake~Sumter MPO began serving as the Planning Agency for Lake County on April 25, 2005.

On May 3, 2005 the Lake County Board of County Commissioners entered into an agreement with MV Transportation to be its transportation provider. The contract with MV Transportation will end on September 30, 2013.

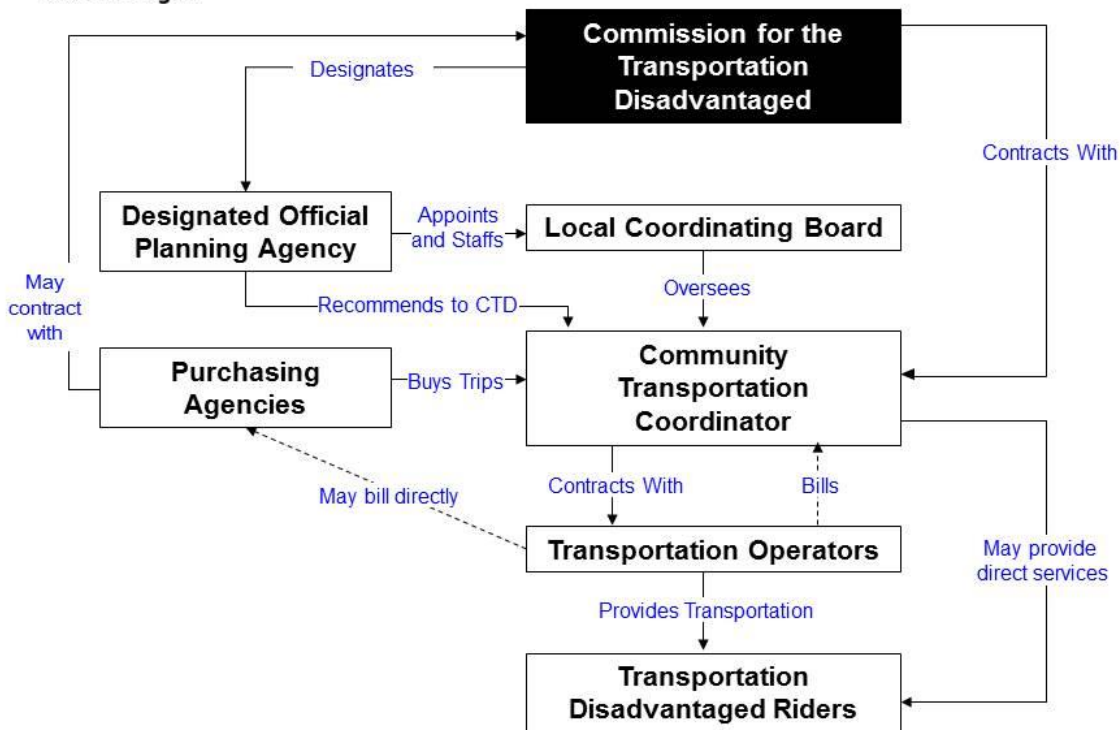
On March 7, 2013 the CTD extended Lake County’s CTC designation effective July 1, 2013 through June 30, 2018.

On July 30, 2013 the Lake County Board of County Commissioners entered into an agreement with Ride-Right, Inc. to be its transportation provider. The agreement will begin on October 1, 2013.

3. ORGANIZATION CHART



Coordinated Transportation System Organization



4. SUMMARY OF EXISTING PLANS AND DOCUMENTS

This section provides a summary of existing plans, programs, and documents that are or may be relevant to the preparation of a Transit Development Plan (TDP) and TDSP for Lake County. The purpose of reviewing this information is to ensure consistency, coordination, and understanding of other transportation planning and programming activities that were recently completed or are in the process of being developed.

Lake County Comprehensive Plan

Florida law requires every incorporated municipality and county to adopt a comprehensive plan that is consistent with the Growth Management Act of 1985. The Growth Management Act requires all comprehensive plans to be consistent with state and regional plans. For communities with a population over 50,000, all comprehensive plans must include a transportation-related element that summarizes the existing and future transportation conditions, how those conditions relate to what the community considers the ideal transportation situation, and how they propose to get there. The Lake County Comprehensive Plan "*Planning Horizon 2030*" is the primary policy document concerning land use, transportation, and other planning categories for the County and was adopted in 2010.

These documents provide information that can be used in preparing the TDP and TDSP, including the following:

- Historical overview of public transportation in Lake County
- Inventory of existing transit services, including public and private
- Map of locations for existing transit providers
- Discussion of existing paratransit services
- Analysis of Lake County transit services
- Map of locations for hospitals, post-secondary schools, and shopping centers
- Miscellaneous data related to demographic and residential characteristics in Lake County
- Currently adopted goals and objectives for the Mass Transit Element, along with proposed changes for the transit portions of goals and objectives in the update of the Transportation Element of the Comprehensive Plan update.

East Central Florida Strategic Policy Plan

The most recent East Central Florida 2060 Plan Strategic Policy Plan is a long-range guide for the physical, economic, and social development of a planning region. Included in the Plan are regional goals and policies. The Plan provides a basis for the review of resources and facilities included in local government Comprehensive Plans throughout the region. Section 5 of the Plan addresses Transportation and specifically, public transportation. To the extent possible, the current TDSP is consistent with this regional policy plan and will be considered during this update of the TDP and TDSP.

Florida Commission for the Transportation Disadvantaged 2005 Five/Twenty Year Plan

The Commission's 2005 Five/Twenty Year Plan was reviewed as part of the current TDP and TDSP update. This Plan identifies goals, objectives, and actions for the Commission to pursue in the next five to 20 years. Included in the five -year plan is a forecast of demand for TD services, projected costs of meeting the demand, and estimated future funding. In addition, the 20-year plan provides a longer-term picture of transportation disadvantaged services in the state of Florida. The short- and long-term plan of the CTD will be considered throughout the development of the TDP and updated TDSP.

Lake~Sumter Transit Development Plan (TDP) 2013-2023

The TDP documents a planning process that builds on and formulates the regions goals and objectives for transit service. The TDP assessed the current and forecasted TD population in the region when developing the list of recommended transit alternatives. The TDP was approval October 2013 and was amended January 23, 2017.

MPO Long Range Transportation Plans

The current TDSP is consistent with the goals, objectives and strategies outlined in *Transportation 2040* adopted December 2015. *Transportation 2040* was adopted as the MPO's regional vision for a true multimodal transportation network and included extensive public involvement throughout the plan development process.



Transportation Improvement Plan (TIP)

The Transportation Improvement Program (TIP) for the Lake~Sumter MPO identifies the transportation improvements and projects that have been programmed for the following five year period. Consistent with the transportation projects identified in the MPO Long Range Transportation Plans, the TIP provides funding sources that will advance each project over the five year timeframe. Section 7 of the TIP identifies Transit and Transportation Disadvantaged funds for Lake County and Sumter County.

Memorandum of Agreement (Transportation Disadvantaged Services In Lake County)

The fully executed Memorandum of Agreement between the CTD and Lake County Board of County Commissioners (BCC), which designates the BCC as the CTC was also reviewed as part of this task. This agreement specifies the responsibilities pertaining to the provision TD services in Lake County. One requirement identified in the agreements specifies that the CTC "shall arrange for all services in accordance with Chapter 427, Florida Statutes, and Rule 41-2, Florida Administrative Code." The agreement also

requires the preparation of a TDSP for approval by the TDCB and the CTD. Numerous other requirements are identified in the agreement that is made as a basis for the provision of funding. Lake County executed a new five year Memorandum of Agreement effective July 1, 2013 through June 30, 2018.

Annual Performance Report from the CTD

The fiscal year 2015/2016 Annual TD Performance Report prepared by the CTD was reviewed for Lake County. The performance report provides an overview of the operating environment, the CTC, and other information related to the TD program in Lake County. Statistics reported by Lake County CTC in their Annual Operations Report are also provided in the CTD Annual Performance Report, including service statistics, passenger trip information, a financial summary, and a graphical summary of performance indicators. This information will be used in subsequent tasks of the TDP and TDSP project.

Annual Operations Report

An Annual Operations Report (AOR) is submitted to the CTD. The AOR for fiscal year 2015/16 was reviewed for this TDP and TDSP update effort. The AOR is compiled by the CTC based on information from Lake County Connection and other Coordination Contractors. Information submitted in the AOR is used to develop the Lake County section of the 2015/2016 Annual Performance Report produced by the CTD, as discussed previously.

Lake County CTC Operations Manual

The Lake County CTC Operations Manual establishes the daily operation guidelines for the Transportation Disadvantaged Program. This manual is designed to enhance the delivery of fixed route transportation services within Lake County and addresses issues ranging from employee standards to vehicle inspection and operations to passengers with disabilities.

Lake County ADA Transition Plan

In 2010, the MPO and the Lake County Public Transportation Division completed an evaluation of bus stops and shelters within the County with regard to ADA accessibility. The primary purpose of the bus stop evaluation conducted as part of the study was to identify and design accessibility issues, especially as it related to ADA guidelines, operational efficiency, and the overall safety of the systems and its use by patrons.

As a result of the assessment, the ADA Transition Plan was drafted in 2012. The plan highlighted FTA accessibility requirements and outlined an approach, financial plan, and implementation schedule for replacement of Lake County bus shelters and barrier removal at bus stops.

Lake County Public Transportation Substance Abuse Program

In order to ensure a safe environment for passengers and employees of the County public transportation system, as well as the safety of the general public, Lake County has adopted a Substance Abuse Program to address drug abuse and alcohol misuse by employees that are a part of the public transportation system. The Lake County Substance Abuse Policy was updated to reflect the "return to work" policy adopted by the Federal Transit Administration and the Florida Department of Transportation in February, 2012. This Substance Abuse Program is in response to, and in compliance with, regulations published by the Federal Transit Administration (FTA) prohibiting drug and alcohol use by transit employees and requiring transit agencies to test for prohibited drug use and alcohol misuse, as part of the Omnibus Transportation Employee Testing Act of 1991.

Lake County Public Transportation System Safety Program Plan

In compliance with Chapter 14-90 of the Florida Administrative Code, Lake County has developed a System Safety Program Plan that meets the state's minimum safety standards for equipment and operations related to public transportation programs. The purpose of this Plan "is to provide for improved communication, documentation, and coordination within the entire system to decrease injuries, property damage, and delays in service."

Florida Department of Transportation District Five Emergency Operations Plan

The Florida Department of Transportation (FDOT) has provided an Emergency Operations Plan for major public and private transportation providers within FDOT District Five, which includes Lake County. The Emergency Operations Plan provides, and annually updates, contacts for both public and private transportation providers that operate in the nine counties within District Five.

Lake~Sumter MPO Public Involvement Plan (PIP)

The PIP identifies the planning strategies and the planning activities to be undertaken by the Lake-Sumter Metropolitan Planning Organization. The purpose of the PIP is to provide a process that ensures opportunities for the public to be involved in all phases of the LSMPO planning process. The PIP was adopted on April 25, 2012 and amended on January 28, 2015. The Lake County TDSP is consistent with and developed using the public involvement and public access guidelines and procedures in the PIP.

5. PUBLIC PARTICIPATION

Pursuant to Chapter 427, Florida Statutes, the purpose of the TDCB is to develop local service needs and to provide information, advice, and direction to the community transportation coordinator on the coordination of services to be provided to the transportation disadvantaged.

In addition to the requirement of meeting on a quarterly basis, the TDCB assists the CTC

with many issues related to the delivery of transportation disadvantaged services. The board reviews the TDSP and evaluates the services provided by the CTC.

Representatives of Lake County and Sumter County governments, the 14 municipalities of Lake County, five (5) municipalities in Sumter County, the Central Florida Railroad, Lake County Schools, Sumter County Schools, the Florida Department of Transportation (FDOT), Central Florida Expressway Authority and the U.S. Department of Transportation (USDOT) are involved in the transportation planning process facilitated by the MPO. Examples of other agencies that are consulted in various phases of the planning process include the Department of Environmental Protection, the Federal Aviation Administration, Federal Rail Administration and the Water Management District Offices (St. John's River WMD and Southwest Florida WMD). The MPO's purpose is to provide effective leadership in the initiation and development of transportation plans, programs and strategies.

As the governmental body most directly responsible for the guidance of the transportation planning process, the MPO strives to ensure that the recommendations are in keeping with the goals and standards of the Federal Government, the State, Lake County, Sumter County, and the 19 incorporated jurisdictions. The MPO functions include, but are not limited to, the preparation of the tasks required by state rule or by federal policy.

As with all transportation planning legislated by federal and state laws, the MPO is responsible for ensuring adequate representation of, and compatibility among, state, county, and municipal projects in the transportation planning process. This includes consideration of all modes of transportation with respect to various members of the public. For example, the MPO incorporates into its planning efforts the needs of the elderly and handicapped as outlined in the Americans with Disabilities Act.

As part of the MPO planning process, public involvement is given a major priority. Projects funded through public dollars are to be planned in a manner that encourages public participation and incorporates public comments into planning efforts. As a result, a responsibility is placed on the MPO to develop a plan where the opportunity for public involvement is assured. As part of that plan, a required element is the outlining of the means by which to measure the success of the public involvement activities. By strategizing public involvement techniques and then monitoring and measuring the effectiveness, better planning products emerge that genuinely capture the needs of the public.

The MPO efforts to secure participation will target individuals, groups, or entities that could significantly be affected by the transportation plan recommendations or could significantly influence implementation. Stakeholders include but are not limited to: the general public; low-income, minority and disabled communities; neighborhood representatives; chambers of commerce; special transportation interests such as the transportation disadvantaged, freight shippers, transit users, bicycle and pedestrian organizations; local officials; federal and state transportation agencies.

The MPO supports the public's right to have a strong voice in the transportation planning process. Public involvement informs and educates the public about transportation planning and creates an informed community, which in turn leads to better planning. Public involvement also engages the public and encourages meaningful feedback to be incorporated into planning products.

The MPO has an adopted PIP that reflects all aspects of our outreach program; please refer to www.LakeSumterMPO.com for more information.

SERVICE AREA PROFILE AND DEMOGRAPHICS

1. SERVICE AREA DESCRIPTION

Lake County is located in East Central Florida and is bordered by seven counties, including Volusia, Seminole, Orange, Osceola, Polk, Sumter, and Marion Counties. According to the 2010 Census, the County is composed of 1,157 square miles, with 953 square miles of land area and 204 square miles of water area. The substantial number of lakes within the County is an important consideration as the future of public transportation is evaluated as part of the preparation of the TDP and TDSP. Map 1 (Appendix H) shows Lake County's location in relation to the other counties in the state.

The service area is all of Lake County. Also the CTC does provide services outside of Lake County for medical purposes to Orange, Alachua and Sumter Counties. Other areas are approved when services are not available in the county.

2. DEMOGRAPHICS

a. Land Use

Lake~Sumter MPO plays an active role in merging the needs of public transportation with regional development plans. This includes neighborhoods, shopping centers, and medical facilities.

The transportation of people and goods in a community is one of the most important elements of a community. Without access, land cannot be developed or used for residential, commercial, recreational, or other purposes. While recognizing that automobile transportation is the single most important component of Lake County's transportation system, review of a number of issues outside the simple provision of streets and highways is needed. In order to look at the whole community transportation system, the Lake~Sumter MPO includes automobile circulation, parking, airport, railroad, mass transit, transportation disadvantaged, rail, bikeways and pedestrian facilities in all planning efforts

As the population of Lake County continues to increase, significant traffic volume

increases on the County's major roadways will continue, and the expansion and widening of roadways cannot continue indefinitely. The high costs of right-of-way acquisition and concerns related to neighborhood impacts have already become deterrents to roadway expansion. Therefore, the County's future transportation planning will focus on a multi-modal transportation network to reduce the demand for automobile travel and to maximize the efficiency of the transportation system.

The goal of Lake~Sumter MPO is a community that emphasizes more efficient use of the existing transportation system and contributes to the wider national objectives of energy conservation, improved air quality, and increased social and environmental amenity and increased mobility of all residents.

Lake~Sumter MPO shall strive to address the need for a public transit system that serves major trip generators and attractors, and transit-dependent populations and land uses to provide a viable alternative to single-occupant vehicle travel in the urbanized areas of Lake County and within the region. The County shall cooperate with the Lake~Sumter MPO and the municipalities to implement the Lake County Transit Development Plan.

To ensure the accessibility of the transit system, Lake County will strive to provide to residents and business community the ability to move from one mode of travel to another with ease using parking strategies such as having available parking at transfer stations and major stops; park and ride lots; parking garages to reduce on-street parking; and locating bus stops at existing, major parking facilities (i.e., malls, shopping centers, and parking garages). The County will establish, in the Land Development Regulations, land use, site, and building guidelines and requirements for development in public transit corridors. Lake County will work with the Lake~Sumter MPO, CTC, and the Transit Service Provider to determine and help eliminate the inefficiencies in public paratransit service provided for the transportation disadvantaged population and implement recommendations from the Transportation Disadvantaged Service Plan that maximizes the efficient provision of access to facilities required for a healthy lifestyle.

b. Population Profile

Lake County population increased from 297,432 persons in 2010, to an estimated 323,985 persons in 2016, an overall increase of approximately 6 percent. There are 14 incorporated municipalities and several unincorporated communities. Table 1-1 presents population by municipality for the years 1990, 2000, 2010-2015; percent change from 1990 to 2016; and the projected population change into 2021.

**Table 1-1
Lake County Population Trends**

Municipality	1990	2000	2010	2012	2013	2014	2015	2016	Percent Change (1990-2016)	2021
Astatula	981	1,298	1,623	1,783	1,793	1,800	1,824	1,852	88.79%	2,093
Clermont	6,910	9,338	24,632	29,827	30,201	31,745	32,348	34,667	401.69%	39,184
Eustis	12,967	15,106	18,210	18,571	18,795	19,098	19,432	20,127	55.22%	22,750
Fruitland Park	2,754	3,186	4,257	4,148	4,182	4,153	4,214	4,274	55.19%	4,831
Groveland	2,300	2,394	7,352	9,060	9,529	10,546	12,077	13,605	491.52%	15,378
Howey-in-the-Hills	724	956	1,212	1,097	1,083	1,089	1,106	1,260	74.03%	1,424
Lady Lake	8,071	11,828	14,254	13,909	13,947	14,148	14,207	14,687	81.97%	16,601
Leesburg	14,903	15,956	20,757	20,263	20,761	21,163	21,547	22,000	47.62%	24,867
Mascotte	1,761	2,687	4,648	5,127	5,158	5,329	5,401	5,515	213.17%	6,234
Minneola	1,515	5,435	9,173	9,562	9,743	10,062	10,470	11,133	634.85%	12,584
Montverde	890	882	1,176	1,447	1,451	1,464	1,472	1,716	92.81%	1,940
Mount Dora	7,196	9,418	11,687	12,693	12,870	12,949	13,167	13,949	93.84%	15,767
Tavares	7,383	9,700	13,333	14,054	14,260	14,582	15,106	15,996	116.66%	18,080
Umatilla	2,350	2,214	3,083	3,481	3,546	3,658	3,798	3,908	66.30%	4,417
Unincorporated County	81,399	120,129	162,035	154,655	155,998	157,950	160,400	159,296	95.70%	180,053
Total	152,104	210,527	297,432	299,677	303,317	309,736	316,569	323,985	113.00%	366,202

Source: 1990, 2000 and 2010 Census, 2012, 2013, 2014, 2015, 2016 and 2020 Bureau of Economic and Business Research (BEBR) projections

c. Demographic and Journey-to-Work Characteristics

Demographic and travel behavior characteristics were compiled using data from the 1990, 2000, and 2010 Census of Population and Housing, as well as the America Community Survey estimates. Table 1-2 provides a summary of this information for the County as a whole including the percent changes from 1990 to 2012 in each category, while Maps 1-1 through 1-16 display selected information of Lake County relevant to the TDP and TDSP. The maps focus on developing an understanding of the geographic locations of populations with characteristics conducive to transit use and provide base data that will be used in subsequent tasks to assist in establishing transit demand and mobility needs for Lake County.

According to the 2010 American Community Survey (ACS), nearly 80 percent of Lake County commuters drove to work alone and 13 percent carpooled; little has changed since 1990 in this regard. The average trip time for commuters to get to work was approximately 30 minutes. According to 2010 ACS estimates, 40 percent of Lake County residents travel to other counties for place of work, up from 5 percent a decade ago.

**Table 1-2
Lake County Demographic and Journey-to-Work Characteristics**

Characteristics	1990	2000	2010	Percent Change (1990-2010)
POPULATION CHARACTERISTICS				
Persons	152,104	210,528	297,052	95.3%
Households	63,550	88,413	115,635	82.0%
Number of Workers	56,934	86,307	132,151	132.1%
Land Area (square miles)	953	953	953	N/A
Water Area (square miles)	204	204	204	N/A
Person per Household	2.45	2.34	2.57	4.9%
Workers per Household	0.90	0.98	1.14	27.0%
Persons per Square Mile	159.61	221.00	311.70	95.3%
Workers per Square Mile	59.74	91.00	138.67	132.1%
DEMOGRAPHIC CHARACTERISTICS				
Gender				
Male	47.80%	48.40%	48.46%	0.7%
Female	52.20%	51.60%	51.54%	-0.7%
Ethnic Origin				
White	90.45%	87.50%	82.01%	-8.4%
Black	8.56%	8.30%	9.80%	1.2%
Other	0.99%	4.20%	4.40%	3.4%
Hispanic Origin by Race				
Not of Hispanic Origin	97.27%	94.40%	87.90%	-9.4%
Of Hispanic Origin	2.73%	5.60%	12.10%	9.4%
Age				
<16Years	16.70%	16.90%	18.35%	1.6%
16 - 29 Years	13.62%	9.10%	13.94%	0.3%
30 - 59 Years	31.10%	41.00%	36.47%	5.4%
60+ Years	38.57%	32.80%	31.24%	-7.3%
Education Level (persons over 18)				
<12th Grade	31.08%	21.34%	9.00%	-22.1%
High School Grad	36.07%	34.33%	32.80%	-3.3%
Some College	17.99%	25.75%	25.40%	7.4%
College Grad	14.87%	3.92%	14.30%	-0.6%
Household Income				
Under \$10,000	16.24%	8.40%	5.34%	-10.9%
\$10,000 to \$19,999	27.18%	7.20%	11.28%	-15.9%
\$20,000 to \$29,999	23.14%	15.90%	13.33%	-9.8%
\$30,000 to \$39,999	14.53%	15.60%	12.91%	-1.6%
\$40,000 to \$49,999	8.03%	19.50%	10.32%	2.3%
\$50,000 or more	10.88%	33.50%	46.81%	35.9%
Median Household Income	\$24,415	\$36,903	\$42,033	N/A
Poverty Status				
Above Poverty Level	89.14%	91.00%	90.20%	1.1%
Below Poverty Level	10.86%	9.00%	9.80%	-1.1%

Source: 1990, 2000, and 2010 Census of Population and Housing and 2010 ACS 5-Year Estimates

Table 1-2 (continued)
Lake County Demographic and Journey-to-Work Characteristics

Characteristics	1990	2000	2010	Percent Change (1990-2010)
Vehicles Available in Household				
None	6.48%	5.35%	3.86%	-2.6%
One	50.48%	44.37%	42.21%	-8.3%
Two	30.86%	37.33%	39.49%	8.6%
Three or More	12.18%	12.95%	14.45%	2.3%
JOURNEY TO WORK CHARACTERISTICS				
Place of Work				
Worked inside county of residence	75.13%	63.60%	58.76%	-16.4%
Worked outside county of residence	24.37%	35.60%	40.15%	15.8%
Worked outside state of residence	0.50%	0.80%	1.09%	0.6%
Means of Transportation				
Drive Alone	79.26%	78.80%	80.95%	1.7%
Carpool	13.84%	12.90%	11.25%	-2.6%
Public Transit	0.39%	1.90%	0.25%	-0.1%
Walk	2.34%	1.70%	1.12%	-1.2%
Work at Home	2.02%	3.00%	4.47%	2.4%
Other	2.16%	0.90%	1.96%	-0.2%
Travel Time to Work				
< 10 Minutes/ < 5 Minutes (2008)	18.75%	11.20%	2.27%	-16.5%
10 - 19 minutes/ 5 - 19 Minutes (2008)	34.59%	30.00%	35.84%	1.3%
20 - 29 minutes	16.54%	21.50%	16.85%	0.3%
30 - 44 minutes	15.00%	22.40%	18.19%	3.2%
45+ minutes	12.79%	14.90%	22.38%	9.6%
Work at Home	2.33%	3.00%	4.47%	2.1%
Departure Time to Work				
6 a.m. to 9 a.m.	70.99%	68.70%	64.87%	-6.1%
Other times	29.01%	31.30%	35.13%	6.1%
Private Vehicle Occupancy				
Drive Alone	79.26%	78.80%	87.80%	8.5%
2 - person carpool	11.24%	10.10%	9.40%	-1.8%
3 - person carpool	1.81%	1.70%	1.46%	-0.3%
4+ person carpool	0.78%	0.60%	1.34%	0.6%
Other Means	6.91%	8.80%	0.00%	-6.9%

Source: 1990, 2000, and 2010 Census of Population and Housing, 2008 ACS 3-Year Estimates

In 2008, the Census Bureau changed the way it measured disability status. Because of the critical distinctions between question frameworks and the disconnect in available comparison among data years, data on work disability was omitted from Table 1-2.

In order to understand potential commuting patterns for public transportation, journey-to-work flows from and to Lake County should be identified. Table 1-3 provides a summary of the destinations for workers who lived within the County in 1990, 2000, and 2010, including the percent change from 1990 to 2010. In addition, Table 1-4 presents a summary of counties of origin for commuters who work in Lake County. This information will be used to identify potential commuter markets for transit, including fixed bus routes within the County and park-and-ride services between Lake and other adjacent counties.

According to ACS estimates, nearly 40 percent of the work trips originating in Lake County terminate outside the County, an increase of 15 percent since 1990. Similarly, the analysis also shows 24 percent of the work trips terminating in Lake County originate outside the County, a slight increase over previous decades. The commuter flow to Orange County increased significantly from 1990 to 2000, but remained fairly flat between 2000 and 2010. In addition, with the exception of Sumter County, the commuter flows from Orange, Seminole, Osceola, and other counties remained fairly constant for the same time period.

**Table 1-3
County of Work for Workers Residing in Lake County**

County of Residence		County of Work						
		Lake County	Orange County	Seminole County	Sumter County	Osceola County	Other	Total
Lake County (2010)	Number of Workers	71,055	28,670	3,555	3,175	2,750	7,554	116,759
	% Distribution	60.86%	24.55%	3.04%	2.72%	2.36%	6.47%	100%
Lake County (2000)	Number of Workers	51,842	20,009	2,979	1,214	1,110	4,309	81,463
	% Distribution	63.60%	24.60%	3.70%	1.50%	1.40%	5.30%	100%
Lake County (1990)	Number of Workers	42,777	7,948	1,261	510	457	3,981	56,934
	% Distribution	75.10%	14.00%	2.20%	0.90%	0.80%	7.00%	100%
Percent Change (1990 - 2010)		14.24%	-10.55%	-0.84%	-1.82%	-1.56%	0.53%	

Source: 2006-2008 ACS, 2000 and 2010 Census commuter flow data

Note: Data represent number of workers 16 years old and over in the commuter flow

**Table 1-4
Commuting from Neighboring Counties to Lake County**

County of Work		County of Residence						Total
		Lake County	Orange County	Seminole County	Sumter County	Osceola County	Other	
Lake County (2010)	Number of Workers	71,055	5,095	1,295	5,820	715	9,434	93,414
	% Distribution	76.06%	5.45%	1.39%	6.23%	0.77%	10.10%	100%
Lake County (2000)	Number of Workers	51,842	7,063	1,645	3,188	1,628	7,280	72,646
	% Distribution	71.40%	9.70%	2.30%	4.40%	2.20%	10.00%	100%
Lake County (1990)	Number of Workers	42,777	1,786	758	2,183	66	3,958	51,528
	% Distribution	83.00%	3.50%	1.50%	4.20%	0.10%	7.70%	100%
Percent Change (1990 - 2010)		6.94%	-1.95%	0.11%	-2.03%	-0.67%	-2.40%	

Source: 2006-2008 ACS, 2000 and 2010 Census commuter flow data, and 1999/03 Lake County TDP/TDSP

Note: Data represent number of workers 16 years old and over in the commuter flow

d. Major Trip Generators / Activity Centers

Major travel generators in Lake County include activity centers such as hospitals, schools, shopping centers, employment centers and central business districts. Map 1-11 (Appendix H) illustrates major activity centers in Lake County. Most of the major activity centers are located along the US 441 corridor. The communities of Clermont, Minneola, Groveland, and Mascotte have experienced significant growth since the 2000 census. As a result, activity centers have emerged south of Leesburg, along the Florida Turnpike, SR 50, and the Four Corners area in the form of DRIs.

In addition to the effort to illustrate the major activity centers, a compilation of Employment by Industry was performed. The data, as recent as December 2015, were drawn from a series of data sheets provided by the Office of Economic & Demographic Research, a research arm of Legislature principally concerned with forecasting economic and social trends that affect policy making, revenues, and appropriations.

Table 1-6 represents Lake County Business Data as recent as December 2015. QuickFacts provides statistics for all states and counties, and for cities and towns with a population of 5,000 or more.

**Table 1-5
Employment by Industry in Lake County**

All Industries	% of Industry
Natural Resource & Mining	2.1%
Construction	7.7%
Manufacturing	3.9%
Trade, Transportation and Utilities	21.9%
Information	1.7%
Financial Activities	4.1%
Professional & Business Services	8.6%
Education & Health Services	19.0%
Leisure & Hospitality	13.1%
Other Services	3.5%
Government	14.4%
Average Annual Employment (2014)	85,652

Source: Office of Economic & Demographic Research <http://edr.state.fl.us/Content/area-profiles/county/Lake.pdf>
December 2015

**Table 1-6
Lake County Business Data**

Business Quick Facts	Lake County	Florida
Private nonfarm establishments, 2013	6,526	510,389
Private nonfarm employment, 2013	70,757	7,134,644
Private nonfarm employment, percent change 2011-2012	3.9%	2.9%
Nonemployer establishments, 2012	22,148	1,838,864
Total number of firms, 2007	26,755	2,009,589
Black-owned firms, percent, 2007	5.6%	9.0%
American Indian- and Alaska Native-owned firms, percent, 2007	S	0.5%
Asian-owned firms, percent, 2007	S	3.2%
Native Hawaiian and Other Pacific Islander-owned firms, percent, 2007	S	0.1%
Hispanic-owned firms, percent, 2007	8.7%	22.4%
Women-owned firms, percent, 2007	27.5%	28.9%
Manufacturers shipments, 2007 (\$1000)	\$825,472	\$104,832,907
Merchant wholesaler sales, 2007 (\$1000)	\$726,344	\$221,641,518
Retail sales, 2007 (\$1000)	\$3,441,893	\$262,341,127
Retail sales per capita, 2007	\$11,391	\$14,353
Accommodation and food services sales, 2007 (\$1000)	\$436,028	\$41,922,059
Building permits, 2014	2,488	84,075

Source: <http://quickfacts.census.gov/qfd/states/12/12069.html> (Accessed on March 16, 2016)

D: Suppressed to avoid disclosure of confidential information

F: Fewer than 100 firms

S: Suppressed; does not meet publication standards

e. Inventory of Available Transportation Services

Lake County Paratransit Service:

Lake County Connection
www.RideLakeXpress.com
(352) 323 5733

Lake County Fixed Route Service:

LakeXpress
www.RideLakeXpress.com
(352) 326-8637

There is one private-for-profit operator under contract with Lake County providing transportation services to the coordinated system, and twelve coordination contractors. The area is also serviced by five (5) Other Private Operators and numerous Taxi Cab service providers.

Private for Profit Operator:

Ride-Right, Inc. effective October 1, 2013

Coordination Contracts as of May, 2016

Beacon College, Inc.
Bridgeway Services
Brower, Joan
Building Blocks Ministries

Central Florida Group Homes, LLC
Community Supports, Inc. d/b/a Lakeview Terrace
Gifts of Love, LLC
Great Expectations of Lake County Corporation
Kinsman Transportation, Inc.
Life Care Services
Love Thy Neighbor
Sunrise Arc, Inc.

Other Private Operators:

American Logistics
Godoy Transportation
GT Transportation
Palmetto Transport & Logistic
Sunshine Shuttle & Charter Inc.

Alternate Transportation Services in Lake County:

Taxi & Shuttle Services

#1 Cab
A-1 Taxi
AA South Lake Taxi

Central Taxi
Eustis Taxi
For A Ride Taxi Service
Home Town Taxi & Delivery Services
A-1 Taxi
A-1 Transport
Angie's Taxi
Clermont Taxi Cab Service
Eutco
Four Corners Transportation
Kings 321 Zoom Taxi Service
Kinsman Transportation, Inc.
Lucky's Taxi
Sunny's Taxi
Tri City Cab
The Village Transport
Lake Limo, Inc. (Airport & WC)
Mr. Taxi
Taxi Service
Village Airport Van

Wheelchair/Stretcher Services

Eagle Transport
Leopard Transport
Rite Way Transportation
Village Rehab & Nursing
Florida Hospital Waterman

SERVICE ANALYSIS/TREND ANALYSIS

1. FORECASTS OF TRANSPORTATION DISADVANTAGED POPULATION/ DEMAND PROJECTIONS

Chapter 427 of the Florida Statutes defines transportation disadvantaged (TD) persons as:

"...those persons who because of physical or mental disability, income status, or age are unable to transport themselves or to purchase transportation and are, therefore, dependent upon others to obtain access to health care, employment, education, shopping, social activities, or children who are handicapped or high-risk or at-risk as defined in s.411.202."

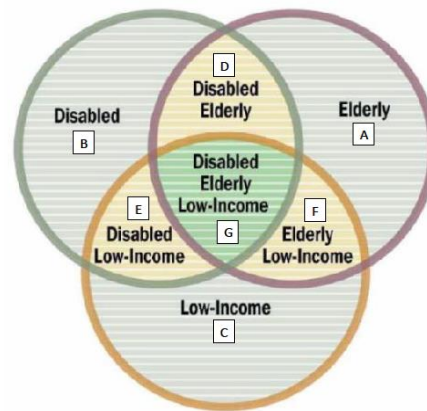
One required element of the service analysis is the forecast of the TD population for the service area. TDSP guidance encouraged the use of the *"Methodology Guidelines for Forecasting TD Transportation Demand at the County Level"*. The methodology was prepared in 1993 and was based on 1990 U.S. Census data. It predates some significant developments in the Florida public transportation environment, including the implementation of ADA mandated requirements for public transportation service providers.

The U.S. Census Bureau annually collects much of the demographic and socio-economic data that is necessary for the preparation of TD population and demand forecasts. The data source allows users to capture the changing population characteristics that influence transportation demand. With the growing population of seniors and people with disabilities seeking more mobility opportunities, there was a need for an updated forecast demand toolkit. CUTR completed a National Center for Transit Research (NCTR) sponsored project entitled *"Forecasting Paratransit Services Demand – Review and Recommendations"* for the CTD dated June 2013.

The new demand model was used in this TDSP update and accounts for impacts including the Americans with Disabilities Act of 1990, Florida Medicaid, Census Data availability, trip rate assumptions and TD Trip definitions. Instead of using the terminology from the 1993 methodology to describe trip types (program trip or general trip) and trip categories (Category I and Category II), the new methodology defines the "general TD" population which includes the estimates of all disabled, elderly and low income persons and children who are "high risk" or "at risk" definition. These population groups are further refined to identify the "critical need TD" population. As defined in the NCTR report individuals who due to severe physical limitations or low incomes are unable to transport themselves or purchase transportation, and are dependent upon others to obtain access to health care, employment, education, shopping, social activities, or other life sustaining activities are considered "critical need TD". The forecasting demand model spreadsheets used for Lake County are included as Appendix I.

Figure 1-1 represents the Category 1 population groups that include all disabled, elderly and low-income persons, and children who are “high-risk” or “at-risk”. As depicted there are overlaps among the disabled, elderly and low-income populations. Individuals may fall into more than one group. By utilizing the new methodology the spreadsheets automatically calculate the overlapping populations and the double counts are eliminated. The report asserts that age alone does not affect a person’s ability to transport him or herself. Disability and income status, regardless of age, are the criteria that determine a person’s ability to transport themselves.

Figure 1-1



The results provided in Table 1-7 represent the general TD population forecasts for Fiscal Years 2015-2025. The overlapping circle components are broken out in the table as well as total general TD population and total population. These projections are based on the estimates prepared in the demand model spreadsheet (Appendix J). Table 1-8 forecasts the critical need TD population. By using the population projections and applying the trip rate estimates that were developed for each county, the spreadsheet tool automatically calculated the annual trip demand for critical need paratransit services in the future. The annual trips are calculated by multiplying the estimated daily trips by the number of days per year special services operate. These projections are based on annual service days of 255 and an annual population growth of 1.93%.

Table 1-7
General TD Population Forecast

General TD Population Forecast	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
<i>Overlapping Circle Component</i>											
E - Estimate non-elderly/disabled/ low income	7,043	7,179	7,318	7,459	7,604	7,751	7,900	8,053	8,209	8,367	8,529
B - Estimate non-elderly/ disabled/not low income	18,027	18,375	18,731	19,093	19,462	19,838	20,222	20,612	21,011	21,417	21,831
G - Estimate elderly/disabled/low income	2,552	2,601	2,652	2,703	2,755	2,808	2,863	2,918	2,974	3,032	3,091
D- Estimate elderly/ disabled/not low income	25,384	25,875	26,375	26,885	27,404	27,934	28,474	29,025	29,586	30,158	30,741
F - Estimate elderly/non-disabled/low income	3,797	3,870	3,945	4,021	4,099	4,178	4,259	4,342	4,426	4,511	4,598
A - Estimate elderly/non-disabled/not low income	52,619	53,636	54,673	55,730	56,807	57,905	59,025	60,166	61,329	62,514	63,723
C - Estimate low income/not elderly/not disabled	26,868	27,387	27,917	28,456	29,007	29,567	30,139	30,721	31,315	31,921	32,538
TOTAL GENERAL TD POPULATION	136,290	138,925	141,610	144,348	147,138	149,982	152,882	155,837	158,850	161,920	165,051
TOTAL POPULATION	321,702	327,921	334,260	340,722	347,308	354,022	360,866	367,842	374,952	382,201	389,589

Critical Need TD Population Forecast

Critical Need TD Population Forecast	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Total Critical TD Population											
<i>Disabled</i>	13,333	13,590	13,853	14,121	14,394	14,672	14,956	15,245	15,540	15,840	16,146
<i>Low Income Not Disabled No Auto/Transit</i>	5,422	5,526	5,633	5,742	5,853	5,966	6,082	6,199	6,319	6,441	6,566
Total Critical Need TD Population	18,754	19,117	19,486	19,863	20,247	20,638	21,037	21,444	21,858	22,281	22,712
Daily Trips - Critical Need TD Population											
<i>Severely Disabled</i>	653	666	679	692	705	719	733	747	761	776	791
<i>Low Income - Not Disabled - No Access</i>	10,296	10,495	10,697	10,904	11,115	11,330	11,549	11,772	12,000	12,232	12,468
Total Daily Trips Critical Need TD Population	10,949	11,134	11,322	11,513	11,708	11,915	12,126	12,341	12,559	12,781	12,982
Annual Trips	2,791,960	2,839,144	2,887,126	2,935,918	2,985,535	3,038,379	3,092,158	3,146,890	3,202,590	3,259,275	3,310,446

Assumes Annual Service Days = 255
 Annual Population Growth (as a percent) = 1.93%

2. TREND ANALYSIS FROM FY 2010 THROUGH FY 2015

A trend analysis was conducted to examine the performance of the Lake County CTC over time. The tables and figures provided throughout the Trend Analysis present selected performance, effectiveness, and efficiency measures that are available from the Annual Operating Report. Results from the trend analysis are provided in the following paragraphs.

a. Performance Measures

Shown in Table 1-9 and Figures 1-2 through 1-7 are six performance measures for the TD services provided by the CTC. Total annual passenger trips have decreased since FY 2010, resulting in an overall decrease of nearly 13 percent (from 224,363 trips to 195,804 trips). Vehicle miles of service over the six-year period have decreased by 28 percent and revenue miles over the six-year period have decreased by 31 percent. CTC operating expenses decreased by 10 percent over the six-year period and operating revenues have decreased by nearly 21 percent. The decrease in passenger trips is largely due to the statewide Medicaid Managed Care and the transportation service requirements.

In addition, although vehicle fleet size has fluctuated significantly during the review timeframe, overall it decreased from 91 vehicles in FY 2010 to 82 vehicles in FY 2015. This represents nearly a 10 percent decrease over the six-year period,

**Table 1-9
Lake County CTC Trend Analysis**

Performance Measures	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Percent Change (2010-2015)
Passenger Trips	224,363	213,015	247,877	221,995	205,688	195,804	-12.73%
Vehicle Miles	2,522,672	2,615,090	2,324,550	1,794,833	1,907,581	1,812,650	-28.15%
Revenue Miles	2,102,883	2,302,415	2,021,928	1,524,756	1,587,367	1,451,195	-30.99%
Operating Expenses	\$5,037,403	\$4,677,740	\$5,190,848	\$4,530,922	\$4,877,440	\$4,533,582	-10.00%
Operating Revenues	\$6,165,996	\$5,647,622	\$4,866,505	\$5,445,914	\$5,338,015	\$4,872,269	-20.98%
Total Fleet	91	93	98	101	94	82	-9.89%

Source: Annual Performance Reports from 2010-2015, Florida Commission for the Transportation Disadvantaged.

Figure 1-2

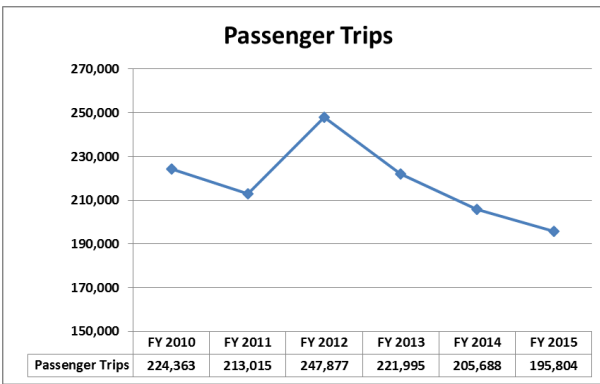


Figure 1-3

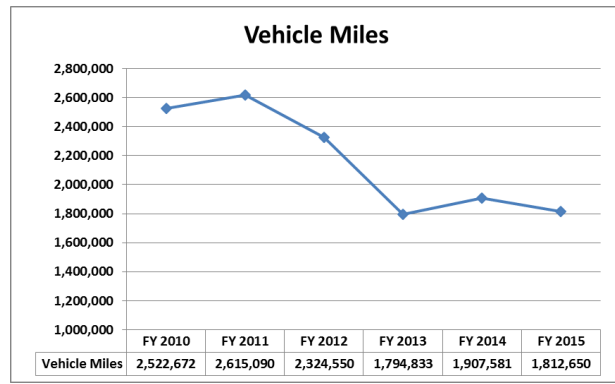


Figure 1-4

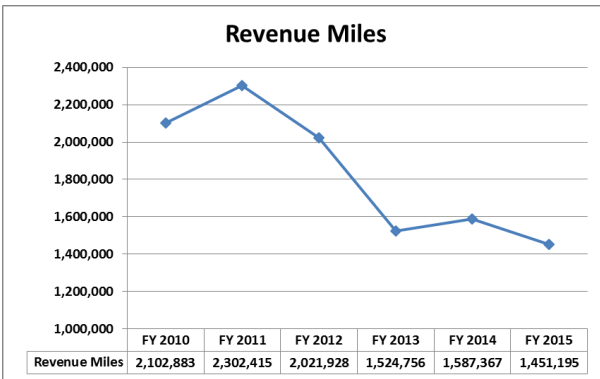


Figure 1-5

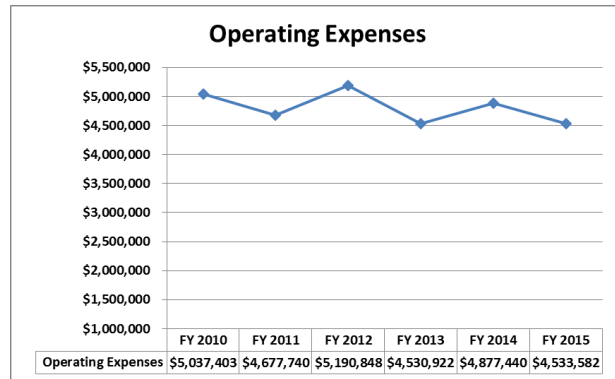


Figure 1-6

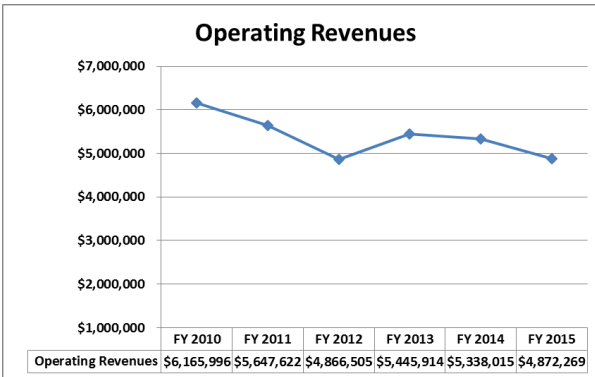
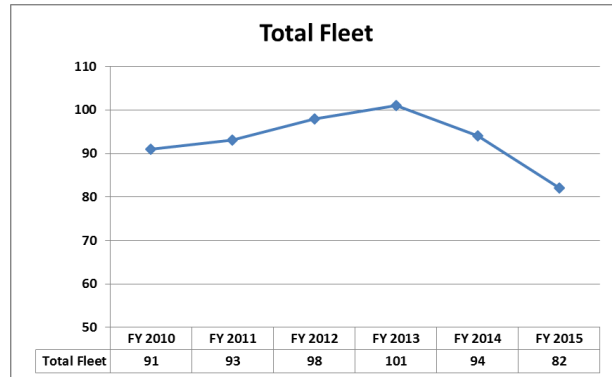


Figure 1-7



b. Effectiveness Measures

As stated previously, effectiveness measures indicate the extent to which various service-related goals are being achieved. In this analysis, the Lake County CTC was analyzed using six effectiveness measures. The results of the six-year analysis period are contained in Table 1-10 and Figures 1-8 through 1-13.

The last two effectiveness measures in Table 1-10 are measures of system safety and service reliability. Although this performance measure has fluctuated since FY 2010 with a high of 1.33 in FY 2012 accidents decreased during FYs 2013 and 2014. Accidents per 100,000 vehicle miles logged for FY 2015 have increased since 2014.

**Table 1-10
Lake County CTC Trend Analysis
Effectiveness Measures**

Effectiveness Measures	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Percent Change (2010-2015)
Vehicle Miles per TD Capita	21.10	21.34	18.50	14.29	14.82	13.40	-37.20%
Vehicle Miles per Passenger Trip	11.24	12.28	9.38	8.09	9.27	9.26	-17.62%
Passenger Trips per TD Capita	1.88	1.74	1.97	1.77	1.60	1.45	-22.72%
Passenger Trips per Vehicle Mile	0.09	0.08	0.11	0.12	0.11	0.11	22.22%
Accidents per 100,000 Vehicle Miles	0.40	0.69	1.33	0.84	0.63	1.05	164.42%
Vehicle Miles between Roadcalls/Failures	17,279	26,685	23,246	28,044	34,683	50,351	191.41%

Source: Annual Performance Reports from 2010-2015, Florida Commission for the Transportation Disadvantaged.

Figure 1-8

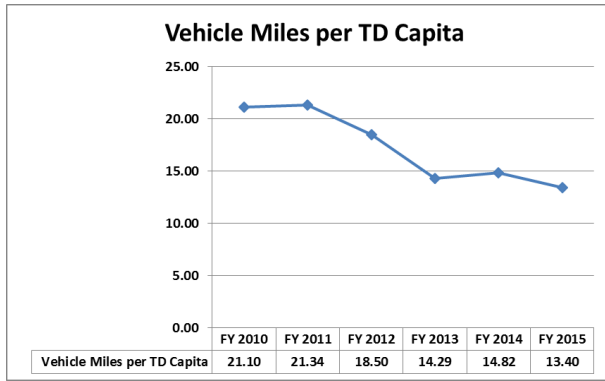


Figure 1-9

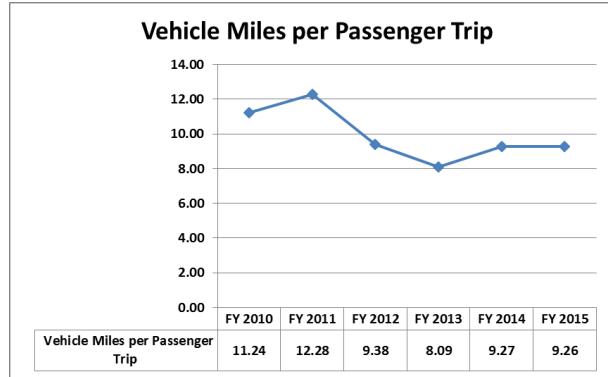


Figure 1-10

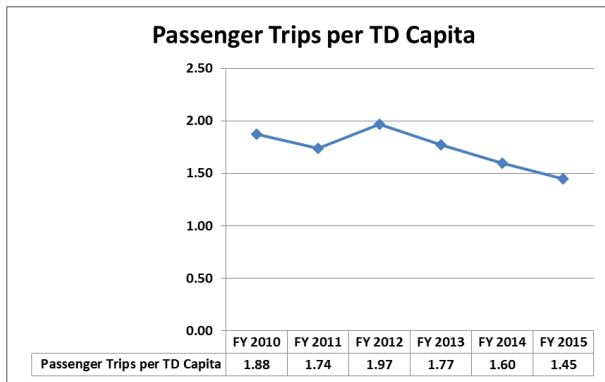


Figure 1-11

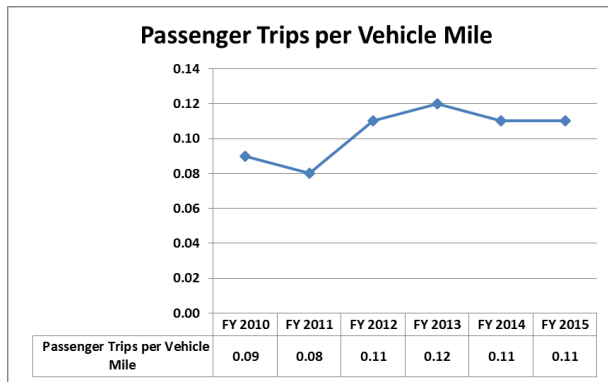


Figure 1-12

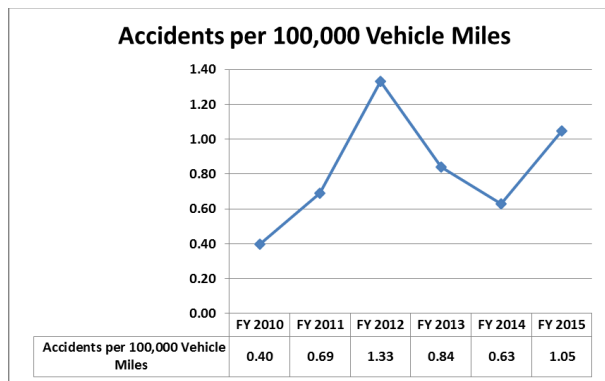
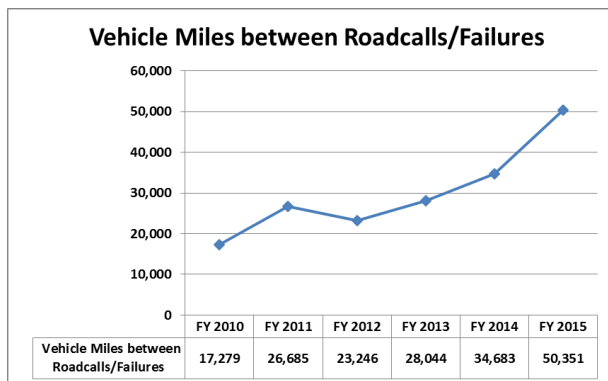


Figure 1-13



c. Efficiency Measures

The trend in system efficiency also was examined for the Lake County CTC. As stated previously, efficiency measures involve reviewing the level of resources required to achieve a given level of output. Five efficiency measures are listed in Table 1-11 and illustrated in Figures 1-14 through 1-19

The first two measures address operating expense efficiencies. Over the six-year analysis

period, operating expense per passenger trip increased by 8.4 percent and operating expense per vehicle mile increased by 12 percent. The operating expense per driver hour increased by 1.4 percent for the same period.

Table 1-11
Lake County CTC Trend Analysis
Efficiency Measures

Efficiency Measures	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Percent Change (2010-2015)
Operating Expense Per Passenger Trip	\$21.35	\$22.45	\$21.96	\$20.94	\$20.41	\$23.15	8.43%
Operating Expense Per Vehicle Mile	\$2.23	\$2.00	\$1.79	\$2.23	\$2.52	\$2.50	12.11%
Operating Expense Per Driver Hour	\$39.72	\$42.08	\$39.08	\$35.43	\$35.09	\$40.28	1.40%
Local Non-Government Revenue Ratio	1.8%	2.9%	4.4%	2.8%	2.0%	2.3%	0.54%
Local Government Revenue Ratio	37.0%	27.5%	24.2%	24.8%	26.7%	32.7%	-4.25%
Federal Government Revenue Ratio	61.2%	69.6%	71.4%	72.4%	71.3%	64.9%	3.71%

Source: Annual Performance Reports from 2010-2015, Florida Commission for the Transportation Disadvantaged.

Note: Local Non-Government Revenues include Farebox, Medicaid Co-Pays Received, Donations, Contributions, In-Kind Services, and Other Non-Government Revenues

Figure 1-14

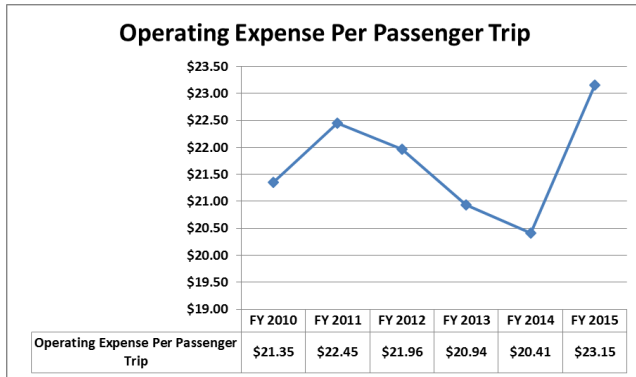


Figure 1-15

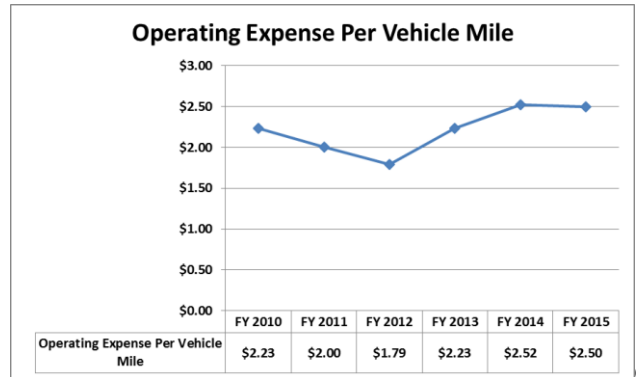


Figure 1-16

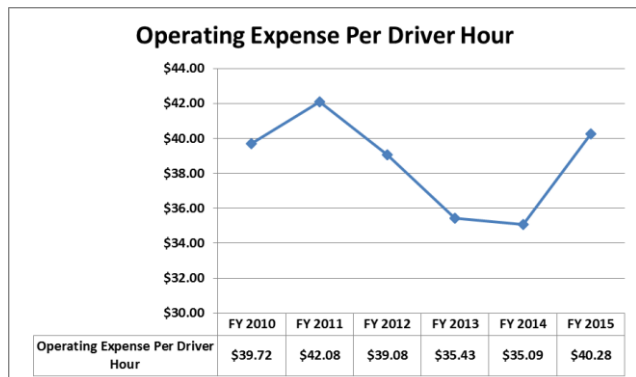


Figure 1-17

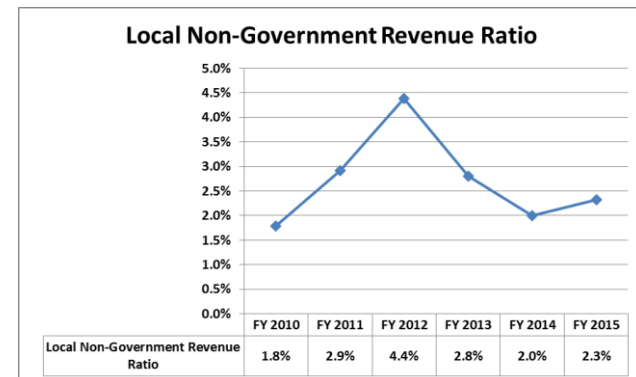


Figure 1-18

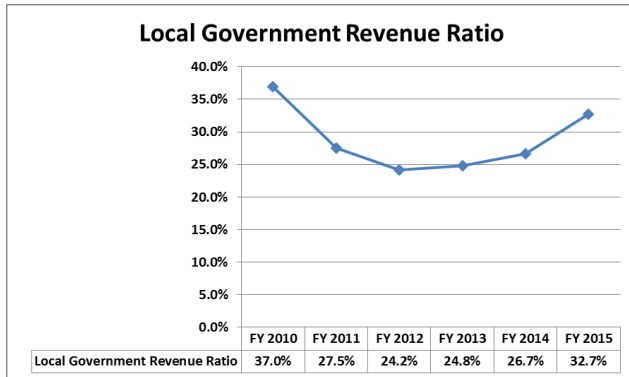
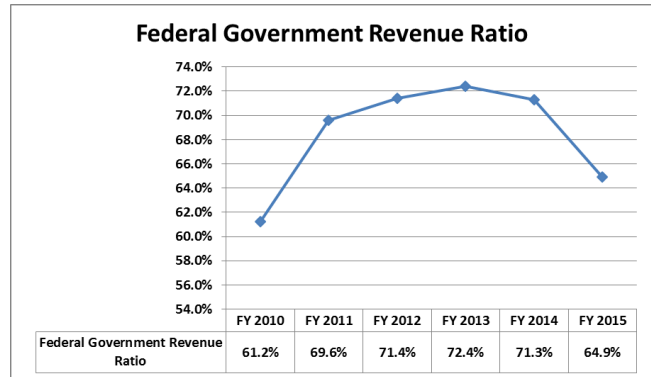


Figure 1-19



The other three efficiency measures listed in Table 1-11 indicate the local non-government revenue ratio, the local government revenue ratio and the federal government revenue ratio. Over the six-year period, the local non-government revenue ratio, which is a ratio of farebox and other local non-government divided by total operating expenses increased .54 percent. The local government revenue ratio, which is a ratio of local government revenues divided by total operating expenses, decreased 4 percent between FY 2010 and 2015 and the federal government revenue ratio increased from 2010 to 2014. The local government revenue ratio has steadily increased between FY 2012 and 2015.

d. Summary Results of Trend Analysis

Trend analysis is only one widely used aspect of transit performance evaluation. Strengths and weaknesses of the Lake County CTC will be referred to periodically as other aspects of performance are considered in subsequent work activities and when recommendations are prepared for the TDP/TDSP. Table 1-12 provides a summary of the trend analysis indicating each performance measure, along with the percent change FY 2010-2015,

**Table 1-12
Lake CTC Trend Analysis Summary**

Performance Indicators/Measures	Percent Change (2010-2015)
<i>Performance Measures</i>	
Passenger Trips	-12.73%
Total Vehicle Miles	-28.15%
Total Revenue Miles	-30.99%
Operating Expense	-10.00%
Total Fleet Size	-9.89%
<i>Effectiveness Measures</i>	
Vehicle Miles per TD Capita	-37.20%
Vehicle Miles per Passenger Trip	-17.62%
Passenger Trips per TD Capita	-22.72%
Passenger Trips per Vehicle Mile	22.22%
Accidents per 100,000 Vehicle Miles	164.42%
Vehicle Miles between Roadcalls	191.41%
<i>Efficiency Measures</i>	
Operating Expense Per Passenger Trip	8.43%
Operating Expense Per Vehicle Mile	12.11%
Operating Expense Per Driver Hour	1.40%
Local Non-Government Revenue Ratio	0.54%
Local Government Revenue Ratio	-4.25%
Federal Government Revenue Ratio	3.71%

e. CTC Peer Review Analysis

A CTC peer review analysis was conducted comparing the performance of Lake County TD services with that of other CTC systems having similar operating characteristics. A peer group analysis serves two functions: first, it provides a comparison of how well Lake County CTC has performed relative to similar CTC systems within the state of Florida, and second, it helps to establish realistic performance standards for the evaluation process. The seven Florida peer CTC's included in the analysis are shown in Table 1-13. These seven systems were chosen in the previous Lake County TDP/TDSP because they were fairly similar to the Lake County CTC in terms of the following five key elements: demographic characteristics, system size (measured in terms of annual passenger trips provided), operating environment (urban or rural service area designation), organization type (transit agency, government, private non-profit, or private for-profit), and network type (sole provider, partial provider, or complete brokerage). Based on the assumption that the similarities in the five elements have not changed significantly over time, and based on discussions with Lake County staff, the same systems were used again. Table 1-13 also indicates which peers operate demand response, deviated fixed-route, and/or fixed-route services.

**Table 1-13
Lake County CTC System Peers, FY 2015**

Service Area	Community Transportation Coordinator	Organization Type	Demand Response	Deviated Fixed Route	Fixed Route
Charlotte County	Charlotte County Transit Department	County	Yes	Yes	N/A
Citrus County	Citrus County Transit	County	Yes	Yes	N/A
Collier County	Collier County Board of County Commissioners.	County	Yes	No	Yes
Indian River County	Senior Resource Association, Inc.	Private Non-Profit	Yes	N/A	Yes
Marion County	Marion Senior Services, Inc.	Private Non-Profit	Yes	N/A	Yes
Pasco County	Pasco County Public Transportation	County	Yes	N/A	Yes
St. Lucie County	St. Lucie Board of County Commissioners	County	Yes	N/A	Yes

Source: 2015 Annual Performance Reports, Florida Commission for the Transportation Disadvantaged

The tables and graphs presented in this section summarize selected performance measures, effectiveness measures, and efficiency measures for the CTC's considered for this review. For each selected measure, the tabular analysis provides the Lake County CTC's performance, the minimum value among the peer group, the maximum value among the peer group, the mean of the peer group, and the percent that Lake County CTC's values are away from the mean value.

The peer review was conducted for FY 2015 the most recent full fiscal year of data available to date. Data used in the peer review analysis is documented in Appendix G.

Each performance measure is depicted graphically on a bar chart, along with the peer group mean (the vertical line in each chart) to enhance the overall comparison. All performance statistics for the CTC peer group systems, were obtained from the CTD's *2015 Annual Performance Report*, which contains a compilation of the Annual Operating Reports submitted to the CTD for FY 2015 by each local CTC.

f. Performance Measures

Table 1-14 and Figures 1-20 through 1-27 present information pertaining to the eight performance measures that have been analyzed for the Lake County CTC and its peers.

As discussed previously in the trend analysis section, performance measures provide general information related to overall system performance.

In comparison to the peer group, Lake County TD transit service provided 195,804 trips, which is 18.46 percent above the mean number of trips 159,661 for the peer group. In addition, the system has provided the highest vehicle miles and revenue miles of service (43.48 percent and 40.52 percent above the peer group means, respectively) for this fiscal year. In keeping with its comparatively larger system size, the Lake County CTC also had the third largest vehicle fleet in the group, with a total of 82 vehicles. This fleet size is nearly 22 percent higher than peer group mean of 64 vehicles.

Data related to system total operating expenses and operating revenues also are presented in Table 1-14. The data show that Lake County CTC operating expenses are the highest in the group and nearly 34 percent higher than the peer group mean for FY 2015. Total operating revenue for the Lake County CTC is the highest of the peer groups nearly 38 percent higher than the peer group mean for FY 2015.

Table 1-14
CTC Peer Analysis
Performance Measures, FY 2015

Performance Measures	Lake	Peer Group Minimum	Peer Group Maximum	Peer Group Mean	Lake: % From Mean
Service Area Population	315,690	139,377	485,331	279,075	11.60%
Potential TD Population	135,276	69,120	252,567	142,575	-5.40%
Passenger Trips	195,804	65,237	265,516	159,661	18.46%
Vehicle Miles	1,812,650	368,524	1,812,650	1,024,581	43.48%
Revenue Miles	1,451,195	305,839	1,451,195	863,210	40.52%
Operating Expenses	4,533,582	1,354,826	4,533,582	3,143,905	30.65%
Operating Revenues	4,872,269	1,191,466	4,872,269	3,042,842	37.55%
Total Fleet	82	23	93	64	21.95%

Source: 2015 Annual Performance Reports, Florida Commission for the Transportation Disadvantaged.

Figure 1-20

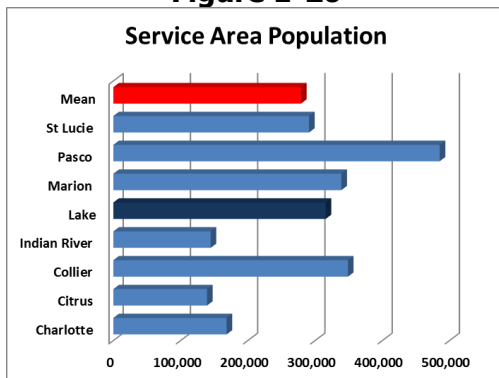


Figure 1-21

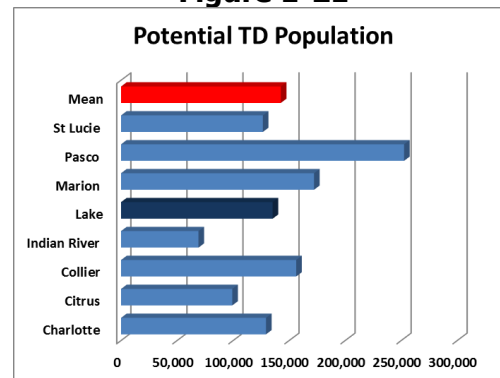


Figure 1-22

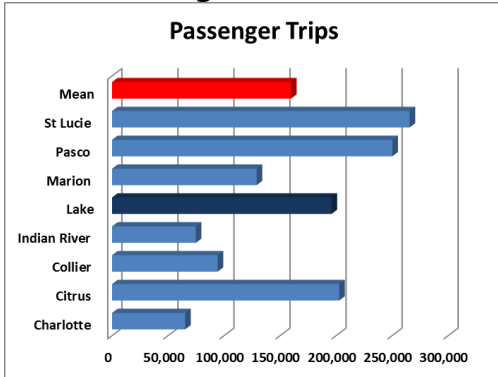


Figure 1-23

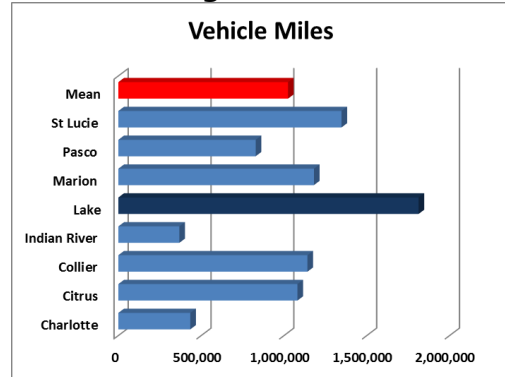


Figure 1-24

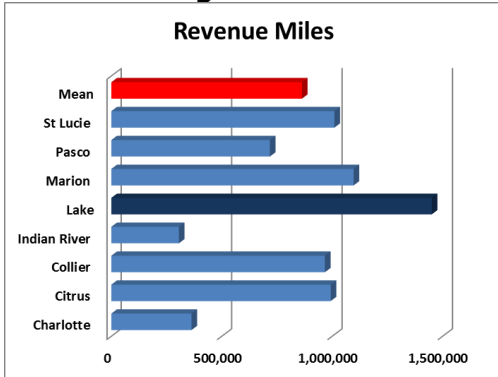


Figure 1-25

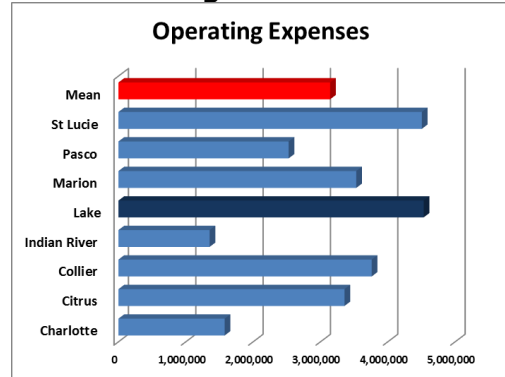


Figure 1-26

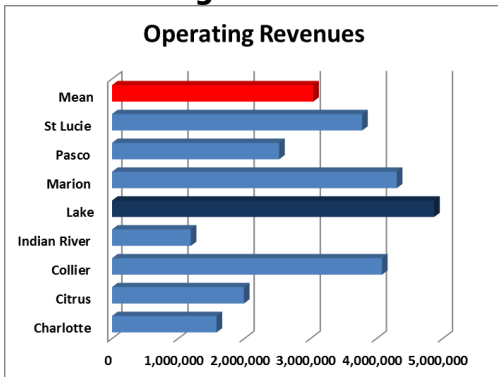
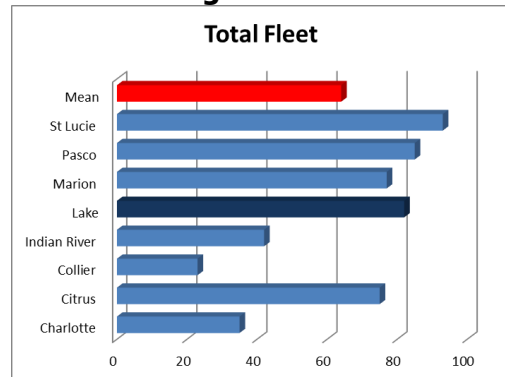


Figure 1-27



g. Effectiveness Measures

As stated previously in the trend analysis section, effectiveness measures indicate the extent to which various service-related goals are being achieved. Shown in Table 1-15 and Figures 1-28 through 1-33 are a variety of effectiveness measures for the Lake County CTC and its peer CTC's.

On average, the Lake County CTC had the highest ratio of vehicle miles of service to potential TD customers among the peer systems. The CTC traveled 45 percent more than the number of vehicle miles per TD capita as did the peers on average (8 miles per TD capita) in FY 2015. The Lake County CTC has provided 17 percent more passenger trips per potential TD customer than the peer group mean. Lake County CTC ranks first in this particular effectiveness measure overall.

The average length of the trips (i.e., vehicle miles per passenger trip) provided by the Lake County CTC in FY 2015 was 9.26 miles, which is 24.59 percent more than the peer group mean of nearly 7 miles. This represents the third longest trip length among the peers. The inverse effectiveness ratio, passenger trips per vehicle mile, gives a general indication of the passenger loading that is occurring for each mile of vehicle travel. In the case of this measure, the Lake County CTC performed significantly lower (i.e., nearly 55 percent below) than the peer group average in FY 2015. Specifically, for Lake County, there are .11 passenger trips occurring per vehicle mile of service, while the peer group average was 0.17 passenger trips per vehicle mile in FY 2015.

The other two effectiveness measures listed in Table 1-15 compare the Lake County CTC to its peers in terms of system safety and service reliability. Comparatively, the Lake County CTC experienced the second highest accident rate (per 100,000 vehicle miles) among the peers in FY 2015. The Lake County CTC’s performance in this particular measure is highlighted by the system’s increased vehicle mileage FY 2015, which in turn increases overall accident exposure.

Table 1-15
CTC Peer Analysis
Effectiveness Measures, FY 2015

Effectiveness Measures	Lake	Peer Group Minimum	Peer Group Maximum	Peer Group Mean	Lake: % From Mean
Vehicle Miles per TD Capita	13.40	3.28	13.40	7.64	43.02%
Vehicle Miles per Passenger Trip	9.26	3.32	12.12	6.98	24.59%
Passenger Trips per TD Capita	1.45	0.50	2.10	1.19	17.83%
Passenger Trips per Vehicle Miles	0.11	0.08	0.30	0.17	-54.92%
Accidents per 100,000 Vehicle Miles	1.05	0.23	1.14	0.62	40.63%
Vehicle Miles between Roadcalls	50,351	7,623	180,254	78,824	-56.55%

Source: 2015 Annual Performance Reports, Florida Commission for the Transportation Disadvantaged.

Figure 1-28

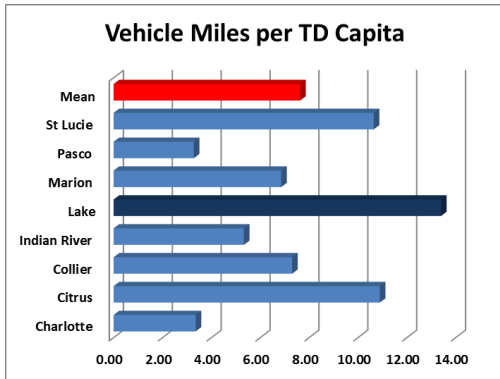


Figure 1-29

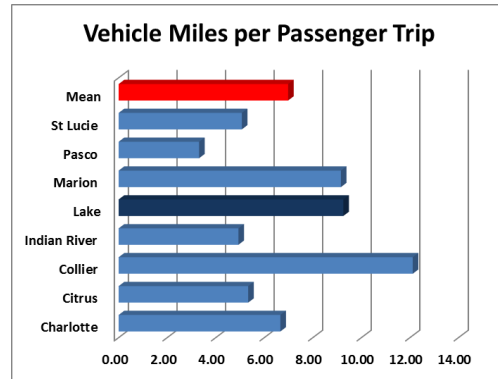


Figure 1-30

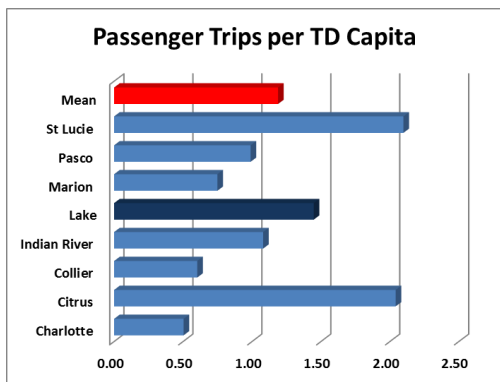


Figure 1-31

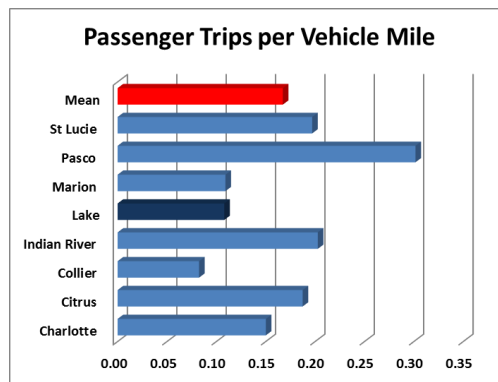


Figure 1-32

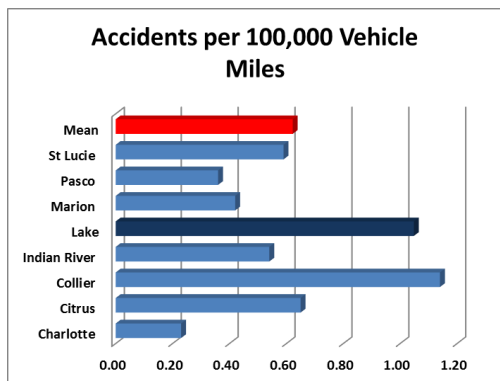
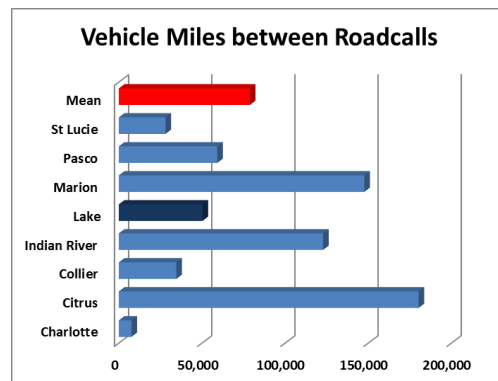


Figure 1-33



h. Efficiency Measures

The final area addressed in the CTC peer analysis concerns system efficiency. The efficiency measures that are reviewed are detailed in Table 1-16 and presented graphically in Figures 1-34 through 1-39.

The first three efficiency measures listed in Table 1-16 pertain to unit costs based on total operating expenses. In the case of the operating expense per passenger trip ratio, the Lake County CTC performed at average compared to its peers in FY 2015. That is, Lake's

average cost per trip of \$23.15 is 4.76 percent higher than the peer group mean of \$22.05. This cost per trip figure also represents the fourth highest average value among the peers in FY 2015. Conversely, the data indicate that the Lake County CTC was cost efficient in terms of vehicle miles and driver hours compared to its peers for FY 2015. The CTC's cost drier hour of \$40.28 in FY 2015 is 11 percent lower than the peer group mean of \$44.82 for this measure.

Table 1-16 also presents the amount of local non-government revenue collected during FY 2013 from the CTC's in comparison to total operating expense. Local non-government revenues can include farebox, Medicaid co-pays received, donations, contributions, in-kind services, as well as any other non-government revenues. The Lake County CTC's ratio of local non-government revenue collected to total system costs (2.33 percent) is lower than the peer group mean (9.74 percent) for FY 2015. Lake County had the lowest local non-government revenue ratio among the peers in FY 2015. However, the Lake County CTC's ratio of local government revenue collected to total system costs is slightly higher than that of the peer group mean in FY 2015. This signifies that Lake County is performing above average in terms of the total revenue contributed by local government sources (in comparison to its total operating expenses). This level of local government subsidy of the Lake County CTC makes up for the comparatively lower performance in terms of local non-government revenue generation.

Table 1-16
CTC Peer Analysis
Efficiency Measures, FY 2015

Performance Measures	Lake	Peer Group Minimum	Peer Group Maximum	Peer Group Mean	Lake: % From Mean
Operating Expense per Passenger Trip	\$23.15	\$10.11	\$39.91	\$22.05	4.76%
Operating Expense per Vehicle Mile	\$2.50	\$2.50	\$3.68	\$3.20	-27.89%
Operating Expense per Driver Hour	\$40.28	\$30.06	\$55.29	\$44.82	-11.29%
Local Non-Government Revenue Ratio	2.33%	2.33%	23.83%	9.74%	-7.42%
Local Government Revenue Ratio	32.75%	9.06%	58.02%	32.44%	0.30%
Federal Government Revenue Ratio	64.92%	30.86%	86.17%	57.81%	7.11%

Source: 2015 Annual Performance Reports, Florida Commission for the Transportation Disadvantaged.
Note: Non-Government Revenue includes Farebox collections

Figure 1-34

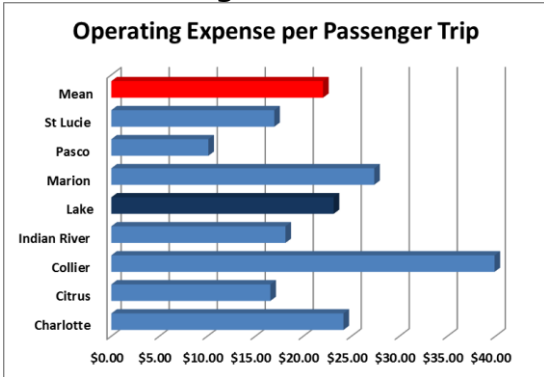


Figure 1-35

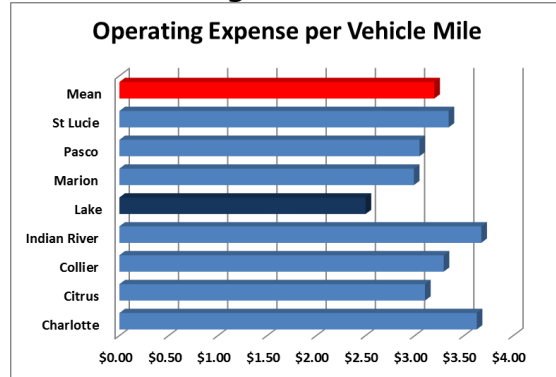


Figure 1-36

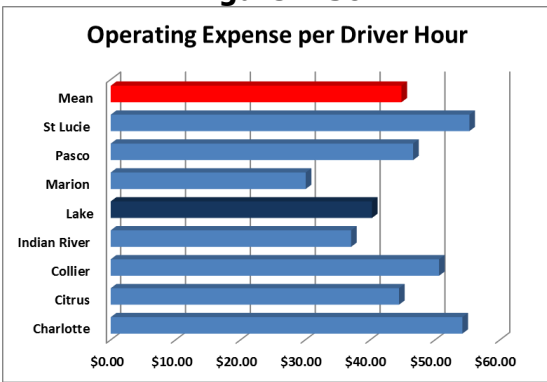


Figure 1-37

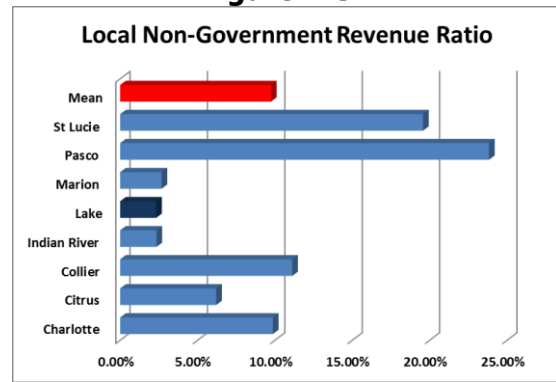


Figure 1-38

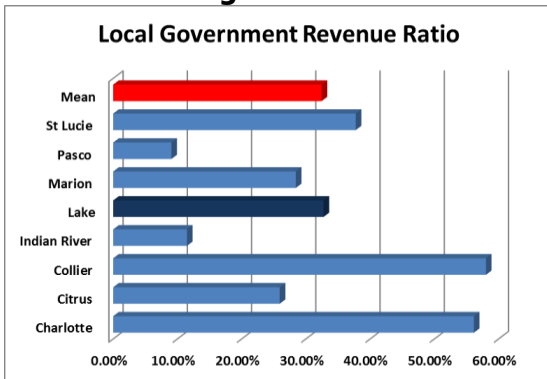
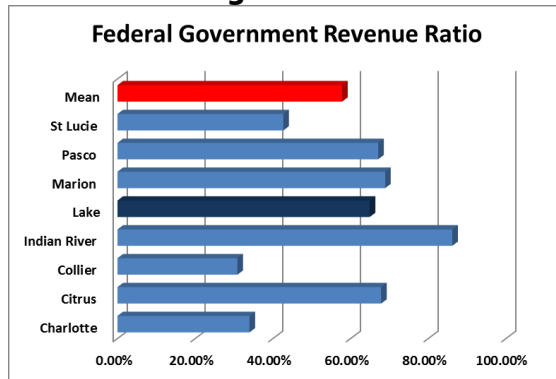


Figure 1-39



i. Summary Results of Peer Review Analysis

Table 1-17 provides a summary of the peer review analysis for the Lake County TD services provided by the County's CTC. The summary includes each performance measure, as well as the percent that each measure is above or below the peer group mean for the Lake County CTC in FY 2015.

**Table 1-17
Lake CTC Peer Analysis Summary, FY 2015**

Measures Indicators	Lake: % From Mean
Operating Expense per Passenger Trip	4.76%
Operating Expense per Vehicle Mile	-27.89%
Operating Expense per Driver Hour	-11.29%
Local Government Revenue Ratio	0.30%
Potential TD Population Served	-5.40%
Accidents Per 100,000 Miles	40.63%
Miles Between Roadcalls	-56.55%

3. NEEDS ASSESSMENT

A transportation disadvantaged needs assessment involves comparing the supply of transportation disadvantaged services to the demand for those services. Lake County continues to work hard to provide first-rate public transportation to the community

Lake County Public Transportation Division could apply for Job Access/Reverse Commute (JARC) and New Freedom grants. JARC grant funds can be used for projects that address transportation services to assist welfare recipients, low-income individuals and the general population to access employment opportunities.

Transportation services will be provided to the targeted population allowing for enhanced access to jobs, child care centers, health services, vocational, training, and educational opportunities. Long term goals are aimed at improving quality of life and standard of living.

Under the program we will be looking for capital equipment and resources, operating assistance, implementation of the Smart Ride program, express services, transfer facilities, reverse commute programs, service expansions, weekends and after hour services to meet the needs of passenger of the targeted populations to access employment and employment opportunities.

New Freedom grant funds can be used for projects that provide transit services beyond the requirements of the Americans with Disabilities Act (ADA) by enhancing access to transit services, information and assistive devices that utilize technology that can be applied to different areas of transportation and community mobility.

We will be looking to expand transit mobility options to increase the level of services of the existing routes, reduce headways, operate service in both directions, transit facilities and amenities, purchasing vehicles to support new accessible taxi, ride sharing, and/or vanpooling programs, supporting the administration and expenses related to new voucher programs for transportation services offered by human service providers;

`supporting new volunteer driver and aide programs; and supporting new mobility management and coordination programs.

a. Demand for TD Trips

Florida's TD system provides two types of trips: program trips and general trips. Demand for program trips is forecasted differently than for general trips, as summarized in the remainder of this section.

b. Demand for Program Trips

A *program trip* is one made by a client of a government or social service agency for the purpose of participating in a program of that agency. Examples of program trips are Medicaid trips, trips to congregate meal sites, or trips to job training facilities.

Program trip demand is dependent upon the existence of the program to which the potential TD population group is transported. For example, demand for trips to sheltered workshops exists only because there are sheltered workshop programs. Thus, the demand for program trips is equal to the number of trips required to take advantage of the service offered by the program. Therefore, the demand for program trips depends on the funding level for the various social service programs.

c. Demand for General Trips

General trips are trips made by TD persons (Category II) to destinations of their choice (not to agency programs). Examples of general trips are trips to work or grocery stores and non-Medicaid medical trips. Deriving the demand for general trips is different than for program trips.

Total demand for general trips is simply the TD population multiplied by the trip rates. The TD population (rather than the Potential TD population) was used to forecast demand because the TD population is the pool of persons eligible for general trips funded by the state. A large and growing gap exists between the demand for general trips and the supply of these trips. Unmet demand refers to demand that currently exists in the TD transportation market, but is not being met due to factors such as funding, price, convenience, comfort, eligibility, and the availability of other transportation modes.

Figures related to the demand and supply of TD general purpose trips in Lake County include trips that also will fall under the category of ADA complementary paratransit services. The ADA provides for unconstrained delivery of paratransit trips for persons who cannot use the fixed-route bus system due to the nature and/or extent of their disability. Persons may be certified as eligible for ADA paratransit trips, as well as for TD general purpose trips.

4. BARRIERS TO COORDINATION

In order to attempt to meet the demand for transit service for the TD population, there is recognition that a more coordinated approach to transportation service provides an opportunity to improve service delivery. To successfully provide cost efficient transportation for the disadvantaged population it is imperative that the barriers to coordination be identified. A number of barriers currently exist that present challenges to coordination:

a. Institutional Barriers: Federal and State

One area of common concern to all regions is the role of federal and state funding in promoting coordination. In this regard, this section analyzes to what extent federal funds inhibit coordination. Included in this discussion is a brief review of important transportation funding programs and associated regulations that could affect coordinated transit. Generally these programs do not restrict coordination through regulations. However, there are practical issues that make coordination challenging but not insurmountable.

b. Lack of information

The general public and public service agencies need to be aware (or made more aware) of the TD program. The following are a number of community information resources that can promote the TD program:

- Elected Officials
- Public Hearings
- County Departments including Human Services, Community Action, Veterans Affairs.
- Community Based Organizations including Salvation Army, Charities,
- Transit Handbooks
- Riders Guide
- Transit Maps
- MPO website

c. Lack of Cooperation within Agencies

Administrative barriers may inhibit cooperative arrangements between human services agencies and transportation agencies. Reporting requirements for public transportation providers are far more stringent than those imposed on human services agencies that fund transportation as an ancillary service. Transportation providers allocate costs on a per-trip basis, while human services providers often do not. One of the major benefits of a coordination working group is that bringing a diverse group together gives participants an opportunity to learn how each agency operates and to develop trust so barriers can be removed.

Another major barrier to coordination among different state agencies is turf. Participants may mistakenly believe that they are being pushed into this effort because another participant wants to assume their responsibilities or dictate program outcomes.

d. Lack of Sufficient Funding

While there is on-going support for state legislators to approve an increase in funding for the Transportation Disadvantaged Trust Fund, there is not enough funding to assist everyone in need. Funding for transportation services has remained relatively constant over the past several years, but has not kept up with the increasing travel demands, resulting in CTCs struggling to maintain their existing service levels. Even though population numbers have slowed (in comparison to the growth in between 1990 and 2000) the population is growing older and the demand for public transportation services is expected to continue to increase.

- To offset the lack of funding a program offering a free monthly bus pass would enable a Transportation Disadvantaged rider to use fixed route public transportation.
- The downturn in Florida economies due to the collapse of the real estate industry has resulted in budget cutbacks at the local government level.
- The lack of adequate pedestrian access to and from the bus stops limits the ability of TD passengers to safely access the fixed route transit services.

e. Conclusion

Transportation coordination holds great potential for addressing multiple needs and goals with limited resources. As basic as it may seem, several dynamics are critical to success, including leadership, participation, and continuity. By establishing and supporting formal transportation coordinating mechanisms, Lake County CTC can leverage state, federal, local, and private resources to provide more effective transportation solutions that can lead to reduced congestion, better access to jobs, and more efficient provision of transportation services in our region.

GOALS, OBJECTIVES, AND STRATEGIES/IMPLEMENTATION SCHEDULE

The mission of Lake County Public Transportation is:

To provide a safe, professional, economically efficient, and accessible public transportation system that will meet the mobility and accessibility needs of all residents and visitors traveling in Lake County.

Developing a set of goals and objectives for a public transportation system is critical to establishing a vision for transit in the community and is a fundamental component of any Transit Development Plan (TDP) and Transportation Disadvantaged Service Plan (TDSP).

The following goals, objectives and strategies have been adopted to further the mission of the Lake County Transit.

Lake County Transportation Disadvantaged Service Goals

- GOAL 1 Provide an efficient, effective, and fully coordinated transportation system to meet the mobility needs of the transportation disadvantaged in Lake County.**
- GOAL 2 Provide for the most cost-effective provision of transportation disadvantaged services.**
- GOAL 3 For all transportation services that are provided, ensure that a high level of quality service is provided, maintained, and improved as necessary.**
- GOAL 4 Encourage land use patterns that support and promote transit patronage through the clustering of mixed uses and other transit-oriented designs in medium and large scale planned developments.**
- GOAL 5 Ensure the safety of the passengers, drivers, the general public and property in the delivery of all transportation services.**

TRANSIT GOALS, OBJECTIVES & STRATEGIES /IMPLEMENTATION SCHEDULE

GOAL 1 Provide an efficient, effective, and fully coordinated transportation system to meet the mobility needs of the transportation disadvantaged in Lake County.		
Objective 1.1 Provide the needed vehicle capacity to meet the demand for transportation disadvantaged services.		
<i>Strategies</i>	<i>Responsible Agency</i>	<i>Date</i>
<i>1.1.1 Annually develop and update transit capital acquisition/replacement plan, Transit Capital Plan (TCP).</i>	<i>CTC</i>	<i>annual</i>
<i>1.1.2 Annually monitor demand versus available vehicle capacity as part of performance monitoring system.</i>	<i>CTC/Operator</i>	<i>annual</i>
Objective 1.2 Ensure both fixed route and paratransit system continues to remain responsive to the needs of the transportation disadvantaged population and the community.		
<i>Strategies</i>	<i>Responsible Agency</i>	<i>Date</i>
<i>1.2.1 Maintain adequate, experienced and trained staff needed to operate, maintain, and administer all coordinated system functions.</i>	<i>CTC</i>	<i>ongoing</i>
<i>1.2.2 Provide connectivity throughout the County with a focus on major attractors and other transportations options or modes.</i>	<i>CTC</i>	<i>ongoing</i>
<i>1.2.3 Annually review ADA, agency and TD trips to determine the major system attractors and the availability of multi-modal options within those areas. Develop a facility gaps assessment report and include as part of the TSDP annual update.</i>	<i>CTC/MPO</i>	<i>annual</i>
Objective 1.3 Maximize coordination with public and private agencies and other transportation operators serving Lake County.		

<i>Strategies</i>	<i>Responsible Agency</i>	<i>Date</i>
<i>1.3.1 Pursue all available funding opportunities at the federal, state, local levels, and from private sources. Annually track and report available funding sources as part of the TDSP update.</i>	<i>CTC/MPO</i>	<i>ongoing</i>
<i>1.3.2 Maximize existing coordination contracts and execute new ones where feasible, needed and cost-effective.</i>	<i>CTC</i>	<i>ongoing</i>
Objective 1.4 Reduce the duplication of transportation disadvantaged services provided within and outside the county.		
<i>Strategies</i>	<i>Responsible Agency</i>	<i>Date</i>
<i>1.4.1 Pursue coordination with transportation providers within Lake County and in other counties (e.g., Marion, Volusia, Hernando, Lake, Seminole and Orange).</i>	<i>CTC/Operator</i>	<i>annual</i>
Objective 1.5 Bring all of the social service organizations that provide transportation into the coordinated system through purchase of service contracts, coordination contracts and/or joint-use agreements.		
<i>Strategies</i>	<i>Responsible Agency</i>	<i>Date</i>
<i>1.5.1 Ensure cooperation between all social service transit providers including private sector providers and the CTC.</i>	<i>CTC/MPO</i>	<i>ongoing</i>
Objective 1.6 Identify and address actual or perceived barriers regarding coordination of transportation services in Lake County.		
<i>Strategies</i>	<i>Responsible Agency</i>	<i>Date</i>
<i>1.6.1 Research and discuss potential barriers to coordination with social service transit providers and others.</i>	<i>CTC/MPO</i>	<i>ongoing</i>
Objective 1.7 Evaluate and educate transportation disadvantaged patrons who are capable of using the existing fixed route service.		

<i>Strategies</i>	<i>Responsible Agency</i>	<i>Date</i>
<i>1.7.1 Provide mobility management training for transportation disadvantaged patrons wanting to make use of other transportation services within our region.</i>	<i>CTC/Operator</i>	<i>ongoing</i>
<i>1.7.2 Develop strategies to migrate 3 percent of clients from TD trips to the fixed route service.</i>	<i>CTC/MPO</i>	<i>ongoing</i>

GOAL 2 Provide for the most cost-effective provision of transportation disadvantaged services.

Objective 2.1 Maximize the multi-loading of vehicle trips to reduce the cost per trip and maximize efficiency.

<i>Strategies</i>	<i>Responsible Agency</i>	<i>Date</i>
<i>2.1.1 Quarterly track and monitor all trips using transportation scheduling software. Map and publish major origins and destinations maps to encourage coordination with other providers and or transportation options.</i>	<i>CTC/MPO</i>	<i>quarterly</i>
<i>2.1.2 Monitor and report number of passenger trips per hour. Include annual report in the TSDP.</i>	<i>CTC</i>	<i>annual</i>

Objective 2.2 Reduce the duplication of transportation disadvantaged services provided with the county.

<i>Strategies</i>	<i>Responsible Agency</i>	<i>Date</i>
<i>2.2.1 Continue to explore multi-loading opportunities such as group trips to major attractors.</i>	<i>CTC</i>	<i>quarterly</i>
<i>2.2.2 Continue to use Intelligent Transportation Strategies (ITS) Global Positioning System, (GPS), Mobile Data Terminals (MDTs) and Computer Aided Dispatch (CAD), Automatic Vehicle Location (AVL) to all new buses to assist with coordination services and reducing duplications for a more coordinated process.</i>	<i>CTC/Operator</i>	<i>annual</i>

Objective 2.3 Determine the most cost effective types of public/private transportation services to meet the projected demand within specified service areas.		
<i>Strategies</i>	<i>Responsible Agency</i>	<i>Date</i>
<i>2.3.1 Conduct quarterly brainstorming sessions with MPO, county, municipal staff to identify cost savings initiatives.</i>	<i>CTC/MPO</i>	<i>quarterly</i>
<i>2.3.2 Encourage Section 5310 grant recipients to participate in the coordination of the transportation disadvantages services and maximize the use of their vehicles.</i>	<i>CTC</i>	<i>annual</i>
<i>2.3.3 Continue to monitor and report cost per trip and work to operate as efficiently as possible.</i>	<i>CTC</i>	<i>quarterly</i>
<i>2.3.4 Annually review trips rates to ensure program sustainability.</i>	<i>CTC</i>	<i>annual</i>
<i>2.3.5 Ensure all paratransit clients are subject to recertification every three years.</i>	<i>CTC</i>	<i>ongoing</i>
<i>2.3.6 Explore the use of fixed route bus passes to reduce paratransit trips and increase client mobility options.</i>	<i>CTC/MPO</i>	<i>ongoing</i>
Objective 2.4 Improve cost-effectiveness through a reduction in energy demand as feasible.		
<i>2.4.1 Continue to evaluate the purchase of alternative fuel vehicles as replacement vehicles are needed.</i>	<i>CTC</i>	<i>annual</i>

GOAL 3 For all transportation services that are provided, ensure that a high level of service quality is provided, maintained, and improved as necessary.		
Objective 3.1 Increase on-time performance of 95 percent.		
<i>Strategies</i>	<i>Responsible Agency</i>	<i>Date</i>
<i>3.1.1 Maintain a minimum number of drivers to prevent negative consequences when drivers are absent. Have relief drivers available.</i>	<i>CTC/Operator</i>	<i>ongoing</i>

<i>3.1.2 Ensure that scheduling is done in a manner that allows the most efficient loading of all vehicles.</i>	<i>CTC/Operator</i>	<i>ongoing</i>
Objective 3.2 Ensure all performance criteria are maintained.		
<i>Strategies</i>	<i>Responsible Agency</i>	<i>Date</i>
<i>3.2.1 Continue to monitor and report performance indicators on a monthly basis. These include the following: (On time performance; Unduplicated passengers; Cost per passenger trip; Cost per vehicle mile).</i>	<i>CTC/MPO</i>	<i>ongoing</i>
<i>3.2.2 Continue to conduct weekly staff/customer service meetings to fully review complaints. Report findings to affected parties and take corrective actions when necessary.</i>	<i>CTC/MPO</i>	<i>ongoing</i>
Objective 3.4 Maximize customer comfort and safety.		
<i>Strategies</i>	<i>Responsible Agency</i>	<i>Date</i>
<i>3.4.1 Randomly select a preset number of rider's bi-monthly to conduct a post-trip rider phone survey and/or online survey tool.</i>	<i>CTC/MPO</i>	<i>ongoing</i>
<i>3.4.2 Regularly inspect operator and coordination contract vehicles, monitor drivers and adhere to the drug and alcohol program.</i>	<i>CTC</i>	<i>annual</i>
<i>3.4.3 Monitor and track safety related comments and complaints and seek ways to minimize.</i>	<i>CTC/Operator</i>	<i>ongoing</i>
<i>3.4.4 Utilize "Mystery Riders", and cameras to ensure accountability of staff to riders.</i>	<i>CTC</i>	<i>ongoing</i>
<i>3.4.5 Maintain and analyze accident records to determine future actions deemed necessary to improve the overall safety record.</i>	<i>CTC/Operator/ MPO</i>	<i>annual</i>
<i>3.4.6 Maintain the quality of the vehicles by replacing older, high mileage vehicles.</i>	<i>CTC</i>	<i>annual</i>

<i>3.4.7 Ensure that services are provided in a safe and secure manner in accordance with the CTD and FDOT standards and recommendations.</i>	<i>CTC/Operator</i>	<i>ongoing</i>
Objective 3.5 Increase avenues for customers to access information on the coordinated transportation system.		
<i>Strategies</i>	<i>Responsible Agency</i>	<i>Date</i>
<i>3.5.1 Distribute schedules and system information in public places throughout the County for residents and visitors (e.g. shopping centers, Chambers of Commerce, clubs and community associations etc.).</i>	<i>CTC/Operator/ MPO</i>	<i>ongoing</i>
<i>3.5.2 Develop an on-going public involvement process through surveys, discussion groups, interviews, public workshops, marketing efforts, and other promotional activities.</i>	<i>CTC/MPO</i>	<i>annual</i>
<i>3.5.3 Pursue marketing opportunities through community associations and organizations, e.g., newsletters, radio, television and print media, internet and social networking.</i>	<i>CTC/Operator/ MPO</i>	<i>ongoing</i>
<i>3.5.4 Encourage marketing assistance from the TDCB and the CTD and obtain resources to expand marketing efforts.</i>	<i>CTC/MPO</i>	<i>ongoing</i>
<i>3.5.5 Ensure that all websites and other electronic media are compliant with Section 508 of the Rehabilitation Act, as amended in 1998.</i>	<i>CTC/MPO</i>	<i>annual</i>
<i>3.5.6 Update the Rider's guide annually to reflect changes in policy and procedures.</i>	<i>CTC/Operator</i>	<i>annual</i>
<i>3.5.7 Conduct informational and travel training workshops and training to organizations that serve the disabled.</i>	<i>CTC/Operator/ MPO</i>	<i>annual</i>
<i>3.5.8 Distribute information to Human Service agencies in accessible formats.</i>	<i>CTC</i>	<i>ongoing</i>
<i>3.5.9 Promote new and existing services in Lake County.</i>	<i>CTC/MPO</i>	<i>ongoing</i>
<i>3.5.10 Expand marketing and implementation of the Lake County vanpool program.</i>	<i>CTC/MPO/ Rethink</i>	<i>annual</i>

<i>3.5.11 Promote and assist with Rethink for commuter assistance program to target major employers and commuter options.</i>	<i>CTC/MPO/ Rethink</i>	<i>ongoing</i>
Objective 3.6 Investigate and pursue all available funding opportunities at the federal, state, and local levels and from private source for programs or projects that serve the transportation disadvantaged.		
<i>Strategies</i>	<i>Responsible Agency</i>	<i>Date</i>
<i>3.6.1 Coordinate with the Lake~Sumter MPO in the utilization of its transit planning funds to support/improve transit planning in Lake County.</i>	<i>CTC</i>	<i>ongoing</i>
<i>3.6.2 Work with local agencies to continue to receive sufficient funding to provide agency trips.</i>	<i>CTC</i>	<i>annual</i>
<i>3.6.3 Educate the general public and local decision makers on the importance of public transportation and the need for local financial support.</i>	<i>CTC/MPO</i>	<i>ongoing</i>

GOAL 4 Encourage land use patterns that support and promote transit patronage through the clustering of mixed uses and other transit-oriented designs in medium and large scale planned developments.		
Objective 4.1 Improve local knowledge of the benefits of transit supportive areas and land uses.		
<i>Strategies</i>	<i>Responsible Agency</i>	<i>Date</i>
<i>4.1.1 Encourage the expansion of the development review process to include the consideration of impacts on the multi-modal transportation system and infrastructure.</i>	<i>CTC/MPO</i>	<i>ongoing</i>
<i>4.1.2 Promote model land use regulations that encourages transit patronage through Transit Supportive Areas and Transit Oriented Development (TOD).</i>	<i>CTC/MPO</i>	<i>ongoing</i>

<i>4.1.3 Support land development regulation that requires transit amenities to be provided in new developments.</i>	<i>CTC/MPO</i>	<i>ongoing</i>
Objective 4.2 Improve connections of public transportation to other modes of transportation.		
<i>Strategies</i>	<i>Responsible Agency</i>	<i>Date</i>
<i>4.2.1 Improve transit infrastructure along existing and future public transportation corridors.</i>	<i>CTC/MPO</i>	<i>ongoing</i>
<i>4.2.2 Ensure connectivity of infrastructure to current and future public transportation.</i>	<i>CTC/MPO</i>	<i>ongoing</i>
Objective 4.3 Provide opportunities for ADA and TD passengers to safely access multi-modal corridors.		
<i>Strategies</i>	<i>Responsible Agency</i>	<i>Date</i>
<i>4.3.1 Maximize effective migration of individuals to public transportation through the use of functional assessments, travel training, and other efforts to make shuttle service routes assessable to more people.</i>	<i>CTC</i>	<i>ongoing</i>
<i>4.3.2 Continue to utilize a 100% accessible fleet.</i>	<i>CTC</i>	<i>ongoing</i>
<i>4.3.3 Review and update inventory of potential bus stops and shelters including ADA accessibility improvements along shuttle service routes.</i>	<i>CTC</i>	<i>annual</i>
<i>4.3.4 Ensure all new bus stops and shelters are accessible to person with disabilities and meet ADA Accessibility Guidelines (ADAAG) compliance requirements.</i>	<i>CTC</i>	<i>ongoing</i>

GOAL 5 Ensure the safety of the passengers, drivers, the general public and property in the delivery of all transportation services.

Objective 5.1 Promote and educate the general public about the importance of transit safety.

<i>Strategies</i>	<i>Responsible Agency</i>	<i>Date</i>
<i>5.1.1 Establish a culture of safety with the Operator that permeates throughout the organization.</i>	<i>CTC</i>	<i>ongoing</i>
<i>5.1.2 Promote educational campaigns about transit, pedestrian and bicycle safety.</i>	<i>CTC/MPO</i>	<i>ongoing</i>
<i>5.1.3 Maintain a transit accident and incident database to effectively evaluate all events in order to establish corrective actions.</i>	<i>CTC/MPO</i>	<i>ongoing</i>

SECTION 2: SERVICE PLAN

OPERATIONS

The operations element is a profile of the Coordinator's current system which provides basic information about the Coordinator's daily operations.

1. Types, Hours and Days of Service

Lake County's Public Transportation services are offered not only to passengers whose rides are paid by a sponsoring agency, but also to the general public. The general public who does not qualify for services under the Transportation Disadvantaged Program may pay the fully trip cost and receive services. All requests for transportation are accepted; however applicants must meet the requirements of the sponsoring agency. There is no differentiation between age, race, creed, national origin, or disability as long as the person qualifies for the service. There is a distinct possibility that trip reasons may be prioritized due to funding reductions experienced by most sponsoring agencies, and the prioritization format has been approved by the Ridership sub-committee of the TDCB. It should be noted that FDOT Section 5311 funded trips may not be prioritized.

Below is the CTC unmet trip request from 2008 through 2016:

Year	Number of unmet trips
July 1, 2007 - June 30, 2008	18,371
July 1, 2008 - June 30, 2009	45
July 1, 2009 - June 30, 2010	6
July 1, 2010 - June 30, 2011	179
July 1, 2011 - June 30, 2012	3,111
July 1, 2012 - June 30, 2013	18,803
July 1, 2013 - June 30, 2014	4,659
July 1, 2014 - June 30, 2015	488
July 1, 2015 - June 30, 2016	549

The CTC operates under the name Lake County Connection and has contracted with McDonald Transit effective March 6, 2017 as the County's provider. Services are provided from 5:00 a.m., until 8:00 p.m., Monday through Friday, with the exception of dialysis, hospital discharges and out of county trips. The office hours are 8:00 a.m. until 5:00 p.m., Monday through Friday, excluding selected holidays.

The current Transportation Disadvantaged (TD) vehicle inventory consists of 38 vehicles. Thirty-six (36) of the 38 vehicles, or 96 percent, are lift-equipped. Ninety-seven (97) percent of trip origins and destinations are within the County.

Out of area trips are regularly provided to Gainesville and Orlando. The trips to Gainesville are provided on Monday, Wednesday, and Friday; the trips to Orlando are on provided Tuesday and Thursday. Return trips from both destinations leave when all passengers are finished with their appointments, but must leave no later than 2:00 p.m.

Passengers must find their own transportation for the return trip if their appointment lasts beyond 2:00 p.m. However, accommodations for late return trips with advanced notification to the reservation system will be provided. All passengers are advised of this stipulation and are strongly encouraged to make out of county appointments before 10:00 a.m.

When calling to schedule a trip, the customer service representatives will provide the caller with two (2) estimated pick-up times for all round trips.

The first estimated pick-up time will be from your home to your destination.

The second estimated pick-up time will be the return time from the passenger's destination back to their home.

Each pick-up time is the start of a one-hour window. A passenger should expect the driver to arrive within the one-hour window. A passenger will need to be ready to travel at any time within the one-hour window. Schedules are developed to allow multi-loading and for passengers to get to their destinations on time when they are picked up within the pick-up window.

Under certain circumstances pick-up times may be negotiated with riders to allow more efficient scheduling. Pick-up window adjustments of up to one hour may be required depending on the travel distance and the number of passengers being transported. Each estimated pick-up time includes:

- The one hour window.
- Additional time for the trip distance.
- Additional time for peak periods (rush hour).
- Additional time for other passengers scheduled on the vehicle.
- Additional "negotiated" time of up to one hour if necessary.

Pick-up window based on 10:00 am requested appointment.

Ride time				
Pick-up window. One hour (Additional negotiated time up to 60 minutes in window)	Additional time for trip distance	Additional time for peak periods	Additional time for other passengers	Arrive at appointment
Pick-up Between:				Drop Off Between:

9:00 - 10:00			9:00 -10:00	
8:40 - 9:40	20 min		9:00 -10:00	
8:20 - 9:20	20 min	20 min	9:00 -10:00	
8:00 - 9:00	20 min	20 min	20 min	9:00 -10:00

Pick-up window: One hour before the appointment time plus applicable additional time for trip distance, peak periods and additional passengers.

Pick-up window based on 11:00 am requested return

Ride time				
Pick-up window. One hour (Additional negotiated time up to 60 minutes in window) Pick-up Between:	Additional time for trip distance	Additional time for peak periods	Additional time for other passengers	Arrive Home Drop Off Between:
11:00 - 12:00				11:00-12:00
11:00 - 12:00	20 min			11:20-12:20
11:00 - 12:00	20 min	20 min		11:40-12:40
11:00 - 12:00	20 min	20 min	20 min	12:00-1:00

- (1) Up to 60 minutes in negotiated time may be added to your one hour window to allow more efficient scheduling system wide on cross-county or out of county trips.
- (2) Estimated travel time for trip distance will be included.
- (3) Estimated additional time for peak periods will be included when applicable.
- (4) Up to 20 minutes for additional passengers will be added when applicable.

Multi-legged trips will be treated as round trips with multiple return (second, third, etc.) windows based on requested return times.

Please wait at least one hour past the scheduled pick-up time before calling Lake County Connection Customer Service at (352) 742-2612.

The driver can arrive up to the one hour past the scheduled pick-up time and still be considered “on time” as long as the passenger arrives at their destination on time. Please remember the pick-up time is developed with consideration of factors such as the time the passenger needs to reach their destination, traffic delays, inclement weather conditions and multi-loading of other passengers.

The one-hour return window does not apply to ADA and dialysis passengers. Lake County Transit Division will pick up all ADA and dialysis passengers within thirty (30) minutes of their scheduled return pick-up time.

Should a driver arrive early for a pick-up time, passengers cannot be forced to be ready earlier or leave earlier than their scheduled pick-up time. Early arrival of a driver for a pick-up when a passenger is not ready does not constitute a “no show” for the passenger.

2. Accessing Transportation Disadvantaged Services

There is a two-day (48-hour) advance reservation requirement for Transportation Disadvantaged trips, although same-day urgent care service will be accepted if vehicles and drivers are available. Other service will be considered depending on the nature of the request and the availability of a vehicle and driver.

Transportation services are available only for residents of Lake County, unless an agreement exists between another Community Transportation Coordinator (CTC).

Customer Service Representatives (CSR) have been instructed to listen to every request, discuss with the passenger the circumstances, and make a decision to accept or deny the reservation. If the reservation time is unavailable, an alternate day or time is offered. The CTC may authorize a trip outside these perimeters when extraordinary situations arise.

a. Eligibility

Transportation services are available to anyone who meets the qualifications of the respective sponsoring agency. Medicaid Beneficiaries must contact their Medicaid Representative to request the information for their Medicaid Broker transportation provider. Transportation Disadvantaged services are based upon Chapter 427 and meeting the Federal Poverty Guideline as adopted by the County, unless the client qualifies for transportation under the Mary Bennett Rule.

- The Mary Bennet Rule allows persons receiving dialysis treatment, as well as those with long-term medical condition such as cancer treatments, heart conditions, diabetes, neuropathy, etc. that require on-going treatment to qualify for services regardless of their income.

Public-pay passengers pay the same fares as the sponsoring agencies. Applicants who are able to use LakeXpress or have other means of transportation service will not be approved to use Lake County Connections unless they meet an exception under the eligibility application.

This program is intended for those persons who because of physical or mental disability, income status, or age are unable to transport themselves or to purchase transportation and are, therefore, dependent upon others to obtain access to health care, employment, education, shopping, social activities, or other life-sustaining activities, or children who are handicapped or high-risk or at-risk as defined in s. 411.202.

The Transportation Disadvantaged Program is a funding source of last resort. If a client is receiving funding from another agency such as Agency for Persons with Disabilities (APD) Medicaid Waiver Program or on a waiting list, then the client would have to utilize the Medicaid Waiver Program funding for transportation services. However, if a developmentally disabled client is not on any other program, they may request utilization of Transportation Disadvantaged Program funding through the eligibility application process.

All persons will be required to complete an Eligibility Application bi-annually and must provide all of the required information, including verification of income. If a person provides false or misleading information they will be denied services. Incomplete applications may be granted 60 day provisional services if it appears that the applicant will qualify for services.

b. Prioritization

The Transportation Disadvantaged Coordinating Board through a subcommittee sets prioritization guidelines when needed. The following guidelines are currently in effect.

1. Medical
 - a. Kidney Dialysis.
 - b. Cancer Treatment.
 - c. Doctor Appointments.
 - d. Therapy.
 - e. Prescriptions.
 - f. Children at Risk.
2. Nutritional
 - a. Food/Grocery Shopping/ Meal Site/Food Stamps.
3. Employment (In-County Only)
4. Training/Education
5. Life- Sustaining/Other
 - a. Non-food Shopping.
 - b. Banking/Social Security.
 - c. Visits to Hospitals/Nursing Homes.
 - d. Recreational.

FDOT trips cannot be prioritized.

The following definitions are used by the Commission for Transportation Disadvantaged.

Medical: Anyone transported for medical reasons. Medical reasons include trips to the doctor, dentist, chiropractor, hospital or to purchase prescriptions.

Employment: Anyone transported to or from a current job, a job related duty, or a job interview, that is related to receiving payment for employment, including

sheltered workshops where the riders receive minimal payment.

Education/Training/Day Care: Anyone transported to or from school, college, Vo-tech, or any other facility whose purpose it is to train, teach, or educate people, including day care for children or WAGES/Regional Workforce Boards. Sheltered workshops where payment for employment is not provided would be in this category.

Nutritional: Anyone transported for reasons of receiving a meal, nutritional benefits or grocery shopping. Meals on wheels should not be included in this report.

Life-Sustaining/Other: Anyone transported for the purpose of conducting personal business (e.g. banks, social service offices, visiting spouse/parent in nursing home); and shopping, excluding grocery shopping. Or anyone transported for reasons other than the above. This could include after school programs, transporting persons against their will (e.g. Baker Act, juvenile detention), social, or recreational reasons. Volunteer workers and support groups would also be included in this category.

Due to changes in the economy and to Medicaid providing prescription trips we now have excess in Florida Department of Transportation (FDOT) Section 5311 Operating grant funding. Therefore, all Life-Sustaining/Other trips within Lake County will be reinstated. Should staff determine that these trips need to be reduced in the future, the request will be taken to the Transportation Disadvantaged Coordinating Board.

c. Other Accessibility Policies/Procedures

Door-to-Door: Service is from the door of the trip origination to the door of the destination. Due to safety issues there may be times when a driver will not be able to assist a passenger to the door.

Passenger Assistance: The driver will provide a passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle.

The assistance may include opening the vehicle door, fastening safety belts or wheel chair securement devices, storage of mobility assistive devices, and closing the vehicle door.

If necessary and the safety of other passengers will not be endangered, drivers will open and close building doors for passengers. Assistance will be provided in a dignified manner.

Upon request, the driver will assist passengers to the door unless doing so would endanger other passengers by leaving the vehicle unattended.

Drivers will not assist a wheelchair passenger up or down more than one step and, in many cases; will not push a wheelchair through sand or mud.

Drivers are required to ring the bell or knock on the door of each client's home if the client is not waiting outside.

Drivers shall not blow the horn of the vehicle unless there is a dangerous dog, an unsafe condition or the fence is locked or other barriers prevent them from accessing the home. If the passenger does not respond the Lake County Connection office staff will call the passenger utilizing the telephone number on file.

Road Way Access: Being a partially rural county, there are some roads and driveways that a bus cannot navigate due to overhanging tree branches, loose sandy road, or other obstacles. In these cases, the passenger will be required to meet the bus at a predetermined pick-up point. Drivers will need to report such conditions to the County so appropriate actions may be taken to remedy the problems.

ADA: According to the Americans with Disabilities Act of 1990 (ADA), one escort is allowed to travel at no charge with each disabled passenger. Lake County CTC also allows two children under the age of six to travel with each adult at no charge if prior arrangements are made. Children age 6 to 12 pay 50% (percent) of the fare.

Additional Riders: There has been abuse of the system in the past with adults bringing too many children on the buses with them. This has caused problems with seat availability. As a result, only two children under the age of six may travel with each adult with prior approval. Due to the nature of door-to-door transportation, other exceptions will be considered with prior approval.

3. Transportation Operators and Coordination Contractors

There is one private-for-profit operator under contract with Lake County providing transportation services to the coordinated system, and twelve (12) coordination contractors.

4. Public Transit Utilization

Lake County currently offers fixed route as well as paratransit service and subscription service.

The CTC initiated fixed route service on May 21, 2007, under the name of LakeXpress. LakeXpress currently operates five routes serving: The Villages, Lady Lake, Fruitland Park, Leesburg, Tavares, Eustis, Mt. Dora, Umatilla and Zellwood. LakeXpress also operates two routes in south Lake County on State Road 50 serving Mascotte, Groveland, Clermont and Winter Garden. This route connects to Lynx Link 105 in Winter Garden Lake County also funds Lynx Link 55 which serves the four corners area of South Lake County. LakeXpress Route 4 also connects with Lynx Link 44 in Zellwood.

These routes afford passengers a regional connection to travel to Orange, Osceola and Seminole counties via Lynx.

5. School Bus Utilization

Lake County does not provide School Board Trips.

6. Vehicle Inventory

In FY 2016, there were a total of 50 CTC paratransit vehicles providing TD trips with 2 vehicles not being wheelchair equipped.

There were 12 Coordination Contractor vehicles providing transportation services for the developmentally disabled with 8 vehicles being wheelchair equipped.

The total number of vehicles providing TD trips in Lake County was 90 with a total of 56 vehicles, or 62% (percent) of the vehicles being wheelchair-lift equipped. The Lake County vehicle inventory is included in Appendix C.

7. System Safety Program Plan Certification

A copy of Lake County's CTC System Safety Program Plan and Certification is included in Appendix D.

8. Inter-County Services

Lake County CTC provides passengers with trips to Gainesville on Monday, Wednesday, and Friday, based on demand. On Tuesday and Thursday, passengers are transported to Orlando including the new Veterans Hospital in Orlando.

In addition, Transportation Disadvantaged Program services will be provided to The Villages in Summerfield, Lake-Sumter Landing, into Sumter County on CR 466 east of Buenos Aries, Langlely Medical Center, Davenport Dialysis and DeLand Dialysis. Request for transportation services to Ocala must first be given a variance by the CTC staff before being scheduled.

If a doctor is not available on the normal out of county days then the passenger may request to be transported the day the doctor can see the patient. The Customer Service Representative will request the doctor's telephone number from the passenger and will verify the appointment prior to the reservations being made.

9. Natural Disaster/Emergency Preparedness

The CTC is the primary agency responsible for transporting special need clients during a natural disaster or other emergency. The CTC is part of the County Emergency Management Plan and is part of the Logistic Team as ESF 1.

10. Marketing

The CTC is continuously attempting to find new and innovative ways to reach the majority of the population in Lake County and to educate them about the public transportation system. When LakeXpress began, there were newspaper articles in both

of the major newspapers that serves the area. Whenever there is a change in schedules or routes, there are coinciding articles in the newspapers, stories on the local news and articles posted on the internet. The CTC has used television as well as radio to market transit in Lake County. Promotional events were held to celebrate LakeXpress 10th Anniversary on May 22, 2017.

There are many speaking engagements made by the CTC staff. Local governments, home health care committees, faith based organizations, health care professional organizations, homeowner's organizations, mobile home parks and associations, and civic organizations have all been groups to which staff has spoken. A request for a CTC speaker has never been denied.

Lake County Transit Division has implemented the Easter Seals Project Action Travel Training Certification program and has been providing Travel Training services to Lake County Connection clients and local schools to support students with special needs. Amy Bradford, Transit Program Specialist, will receive her certification as a Travel Trainer in July 2018. This program will support and encourage those who are utilizing the door-to-door service to use the fixed route service and help increase fixed route ridership and aid them by providing training to guide them through the process of riding fixed route transit.

The CTC conducts satisfaction surveys of its clients. The surveys request customer's feedback regarding all aspects of the transportation services we provide. This marketing/diagnostic tool will continue to be utilized on a regular basis, with the results being documented for improvement of all transportation services. Survey results will be posted regularly on the www.ridelakexpress.com and the www.lakesumtermo.com websites.

11. Acceptable Alternatives

Any agency that purchases or provides transportation for persons who are transportation disadvantaged utilizing TD funds are to do so through a contractual arrangement with the CTC. Exempt from this requirement are privately-owned vehicles of an agency volunteer or employee; state-owned vehicles; privately-owned vehicles of a family member or custodian; common carriers, such as commercial airlines or bus; emergency medical vehicles; and in instances where the CTC determines that it is unable to provide or arrange the required service.

The Board of County Commissioners, as the CTC coordinates and provides services through a contracted provider for all passengers sponsored by Transportation Disadvantaged funds.

12. Service Standards

Service standards have been jointly developed by the TDCB, Planning Agency and the Community Transportation Coordinator and are consistent with those of the Commission. The standards are integral to the development and implementation of a quality transportation program.

This section includes the standards currently in place for providers in Lake County. Service is door-to-door. Door-to-door services are offered to individuals who are transportation disadvantaged according to Florida Statutes Chapter 427 and who cannot navigate the fixed route.

The driver will assist the customer within multi-floor medical buildings to the door of the suite, unless the client is on a stretcher. In such cases the driver will transport the client to his/her destination in the building.

At the customer's residence, the customer is expected to be waiting on the first floor. The driver will not enter the residence, unless it is for a stretcher client.

For the safety of the drivers and passengers, drivers will not assist wheelchair customers up or down more than one step, nor will they attempt to push a wheelchair through grass, sand or mud.

Drug and Alcohol

Rule 41-2.006 (4) (a) *Drug and alcohol testing for safety-sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration.*

CTC Standard: The Provider shall implement and maintain a drug and alcohol-testing program for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, reasonable suspicion, return to duty and direct observation as required by the Federal Highway Administration and the Federal Transit Administration.

Transport of Escorts and Dependent Children

Rule 41-2.006 (4) (b) *An escort of a passenger and dependent children are to be transported as locally negotiated and identified in the local Service Plan.*

CTC Standard: One escort, companion or dependent children will be permitted to be transported at no additional fare. Escorts must be at least 16 years of age. Escorts for Medicaid recipients must be at least 18 years of age. The CTC may allow additional family members to travel with a client under unique circumstances if space is available.

Child Restraint Devices

Rule 41-2.006 (4) (c) *Use of child restraint devices shall be determined locally as to their responsibility and cost of such device in the local Service Plan.*

CTC Standard: Child restraint devices must be used in accordance with Florida Law. Parents will be responsible for providing the child restraint device. The driver will insure that the child restraint device is properly installed.

Passenger Property

Rule 41-2.006 (4) (d) *Passenger property that can be carried by the passenger and/or driver in one trip and can be safely stowed on the vehicle shall be allowed to be transported with the*

passenger at no additional charge. Additional requirements may be negotiated for carrying and loading rider property beyond this amount. Passenger property does not include wheelchairs, child seats, stretchers, secured oxygen, personal assistive devices, or intravenous devices.

CTC Standard: Personal belongings are the sole responsibility of the passenger. Passengers are responsible for loading and unloading their belongings. Under limited circumstances passengers may request the driver to assist with their belongings. However, there is a five (5) bag limit that do not exceed 20 pounds each. Passenger's personal belongings do not include wheelchairs, child seats, stretchers, secured oxygen, personal assistance devices, or intravenous devices.

Vehicle Transfer Points

Rule 41-2.006 (4) (e) *Provide Shelter, security, and safety of passengers at vehicle transfer points.*

CTC Standard: To the best possible extent, the Provider shall provide shelter, security, and safety to its passengers at all transfer points.

Local Toll Free Number and TD Helpline

Rule 41-2.006 (4) (f) *Local toll free phone number for complaints or grievances shall be posted inside the vehicle. The TD Helpline phone number (1-800-983-2435) shall also be posted inside the vehicle. The local complaint process shall be outline as a section in the local Transportation Disadvantaged Service Plan including, advising the dissatisfied person about the Commission's Ombudsman Program as a step within the process as approved by the Local Coordinating Board. All rider information/materials (brochures, user's guides, etc.) will include the TD Helpline phone number.*

CTC Standard Complaints/Compliments: The CTC number and the TD Ombudsman toll free phone number for compliments, complaints, comments or grievances shall be posted inside all vehicles.

The CTC goal is to have no more than one (1) per 1,000 complaints of total rides annually. Complaints are handled on an individual basis. Every complaint received through the CTC or Operator Office shall be recorded on a standardized complaint form. It is then investigated and findings are annotated on the complaint form. The person filing the complaint will receive a written reply of the complaint, findings, and resolution.

Service Area

Rule 41-2.006 (4) (g) *Out-of-service area trips shall be provided when determined locally and approved by the TDCB, except in instances where local ordinances prohibit such trips.*

CTC Standard: The service area is all of Lake County. Trips are made to Gainesville on Mondays, Wednesdays and Fridays and to Orlando including the Veterans Hospital on Tuesdays and Thursdays. Service to other areas will be provided only if Medicaid services are not available in the normal service area. Transportation Disadvantaged services will be provided into Sumter County as stated under Inter County Services and to DeLand Dialysis. Other request for out of service area trips shall be provided when approved by the sponsoring agency or CTC.

Vehicle Cleanliness

Rule 41-2.006 (4) (h) *The interior of all vehicles shall be free from dirt, grime, oil, trash, torn upholstery, damaged or broken seats, protruding metal or other objects or materials which could soil items placed in the vehicle or provide discomfort for the passenger.*

CTC Standard: The interior of all vehicles shall be free from dirt, grime, oil, trash, torn upholstery, damaged or broken seats, protruding metal or other objects or materials which could soil items placed in the vehicle or provide discomfort for the passenger.

Billing Requirements

Rule 41-2.006 (4) (i) *Billing requirements of the CTC to subcontractors shall be determined locally by the TDCB and provided in the local Service Plan. All bills shall be paid within seven (7) calendar days to subcontractors, after receipt of said payment by the CTC, except in instances where the CTC is a non-governmental entity.*

CTC Standard: All bills shall be paid in accordance with the Prompt Payment Act.

Passenger/Trip Data Base

Rule 41-2.006 (4) (j) *Passenger/trip data must be maintained by or accessible to the CTC on each rider being transported within the coordinated system.*

CTC Standard: A Passenger/trip database must be maintained and be accessible to the CTC on each rider being transported within the system. A separate data base shall be maintained for special need clients who are enrolled with Lake County Emergency Management.

Adequate Seating

Rule 41-2.006 (4) (k) *Adequate seating for paratransit services shall be provided to each rider and escort, child, or personal care attendant, and no more passengers than the registered passenger seating capacity shall be scheduled or transported in a vehicle at any time. For transit services provided by transit vehicles, adequate seating or standing space will be provided to each rider and escort, child, or personal care attendant, and no more passengers than the registered passenger seating or standing capacity shall be scheduled or transported in a vehicle at any time.*

CTC Standard: Adequate seating for paratransit services shall be provided to each rider and escort, child, or personal care attendant, and no more passengers than the registered passenger seating and standing capacity shall be scheduled or transported in a vehicle at any time.

Driver Identification

Rule 41-2.006 (4) (l) *Drivers for paratransit services, including coordination contractors, shall be required to announce and identify themselves by name and company in a manner that is conducive to communications with the specific passenger, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations where the driver regularly transports the rider on a recurring basis. Each driver must have photo identification that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable. For transit services, the driver photo identification shall be in a conspicuous location in the vehicle.*

CTC Standard: Drivers for the providers of paratransit services, including coordination contractors, shall be required to announce and identify themselves by name and company in a manner that is conducive to effective communication with the specific passenger, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations where the driver regularly transports the rider on a recurring basis.

Each driver must have photo identification which is legible that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable. For transit services, the driver photo identification shall be in a conspicuous location in the vehicle.

Passenger Assistance

Rule 41-2.006 (4) (m) *The paratransit driver shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include opening the vehicle door, fastening the seat belt or utilization of wheelchair securement devices, storage of mobility assistive devices, and closing the vehicle door. In the door-through-door paratransit service category, the driver shall be required to open and close doors to buildings, except in situations in which assistance in opening/closing building doors would not be safe for passengers remaining on the vehicle. Assisted access must be in a dignified manner. Drivers may not assist a wheelchair up or down more than one step, unless it can be performed safely as determined by the passenger, guardian, and driver.*

CTC Standard: The paratransit driver shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The assistance shall include opening the vehicle door, fastening safety belts or wheel chair securement devices, storage of mobility assistive devices, and closing the vehicle door.

Assistance shall also include allowing for the use of the lift when requested by a passenger. If necessary and as long as the safety of other passengers in the vehicle is not endangered, the driver may open and close building doors for passengers.

Passenger assistance must be provided in a dignified manner. Drivers may not assist wheelchair up or down more than one step.

Smoking, Eating and Drinking on Vehicles

Rule 41-2.006 (4) (n) *Smoking is prohibited in any vehicle. Requirements for drinking and eating on board the vehicle will be addressed in the local Service Plan.*

CTC Standard: Drivers and Passengers are prohibited from eating, drinking, or smoking on the vehicle. Exceptions to these vehicle operation policies would be made in accordance with guidance from ADA for persons who, for a medically necessary reason, must eat or drink on a strict time frame or nutritional regimen. Exceptions may be made for individuals on extended trips.

Passenger No-Shows

Rule 41-2.006 (4) (o) *The CTC and TDCB shall jointly develop a policy on passenger no-shows. Assessing fines to passengers for no-shows is acceptable but such policy and process*

shall be identified in the local Service Plan.

CTC Standard: Because Lake County Connection is a shared ride system, it is important each customer is ready to board the vehicle when the vehicle arrives to their destination, unless the bus arrives earlier than the scheduled pick-up time.

It is the County's policy that the drivers wait only five minutes for a passenger to board the vehicle unless there are extenuating circumstances with the client that have been documented in the clients eligibility application. Passengers must remember that there are other customers either on board or are waiting for their scheduled ride.

For nursing homes passengers as well as for dialysis patients, the wait time may be adjusted to take in consideration the population that is being served.

If a vehicle arrives to pick up a customer and he or she is not there or does not board the vehicle by the scheduled time, the customer will be considered a "No-Show".

If a customer places a child or other property on a vehicle and returns to their house and causes the bus to wait longer than five minutes, then the customer's transportation services may be suspended for ten (10) days.

Drivers must exit their vehicle and ring the doorbell or knock on the door before leaving or declaring the client a no-show. If the driver does not physically go the client's door and ring the bell or knock on the door the passenger cannot be considered a no-show.

However, if there is a dangerous dog, an unsafe condition, the fence is locked or there are other barriers that prevent the driver from accessing the home, the driver will notify dispatch and the office staff will call the passenger utilizing the telephone number on file. In such cases the driver may also blow the horn to alert the client.

Multiple "No-Show's" will result in a suspension of service. The steps leading up to a suspension of service are:

- a. First "No-Show" recorded in passenger file and a door hanger left on the resident's door.
- b. Second "No-Show" within ninety (90) days of the first "No-Show" will result in a letter to the passenger stating that the next "No-Show" will result in a thirty (30) day suspension.
- c. Third "No-Show" within ninety (90) days of the first will result in a thirty (30) day suspension.
- d. Fourth "No-Show" within ninety (90) days of the first will result in a sixty (60) day suspension.

Customers may appeal this process if they have information can be proven to be inaccurate.

However, if the passenger outgoing trip is a "No-Show" the return trip will not be

cancelled. Every attempt will be made to contact the passenger to confirm the return trip.

The driver will be given the same information the passenger provides to reservation staff. A client should not leave their designated pick up area. If a client leaves their pick –up to call to check on the status of their transportation the dispatcher needs to communicate that information to the driver and request that the client return to their scheduled pick-up location.

If a driver is not able to find a customer within five minutes of arriving at the designated pick-up, or if the customer did not cancel at least two hours before the scheduled pick-up time, the customer will be considered a "No-Show".

If the driver is late arriving at the designated pick-up location the client cannot be considered a no-show.

Repeat "no show" offenders may be assessed a "no show" fee.

Two-Way Communication

Rule 41-2.006 (4) (p) *All vehicles ordered or put into service after adoption of this section of the rule, and providing service within the coordinated system, shall be equipped with two-way communications in good working order and be audible to the driver at all times to the base.*

CTC Standard: All vehicles within the coordinated system shall be equipped with two-way communication devices that provide audible communications between the driver and base at all times. Verizon direct connect radios will be acceptable to meet this requirement as long as the system can provide adequate coverage throughout the county.

Vehicle Air Conditioning/Heating

Rule 41-2.006 (4) (q) *All vehicles ordered or put into service after adoption of this section of the rule, and providing service within the coordinated system, shall have working air conditioners and heaters. Vehicles that do not have a working air conditioner or heater will be scheduled for repair or replacement as soon as possible.*

CTC Standard: All vehicles used within the coordinated system shall have working air conditioners and heaters. If an air conditioner or heater fails, the vehicle will be scheduled for repair or replacement as soon as possible. In extreme weather condition the vehicle shall be removed from service until the problem is remedied.

First Aid

Rule 41-2.006 (4) (r) *First Aid policy shall be determined locally and provided in the local Service Plan.*

CTC Standard: Each vehicle must have a First Aid Kit on board when passengers are being transported.

CPR

Rule 41-2.006 (4) (s) *Cardiopulmonary Resuscitation policy shall be determined locally and provided in the local Service Plan.*

CTC Standard: The Transportation Disadvantaged Coordinating Board (TDCB) has elected not to require CPR/First Aid training for drivers at this time.

Background Checks

Rule 41-2.006 (4) (t) *Driver criminal background screening should be determined locally, dependent upon purchasing agencies' requirements, and addressed in the local Service Plan.*

CTC Standard: The CTC requires that criminal history background check be completed on all drivers. The background check shall include an FBI Background Check as well as an FDLE Background check to meet the requirements of the Jessica Lunsford Act for school board service as well as the Agency for Persons with Disabilities, and a local criminal history check.

Public Transit Ridership

Rule 41-2.006 (4) (u) *In areas where fixed route transportation is available, the Community Transportation Coordinator should jointly establish with the Local Coordinating Board (LCB) a percentage of total trips that will be placed on the fixed route system*

CTC Standard: The CTC has established that if a client is denied ADA transportation service the fixed route service is available to them.

On-Time Performance

Rule 41-2.006 (4) (w) *The CTC and LCB should jointly establish a percentage of trips that will be on-time. This performance measure should be communicated to contracted operators, drivers, purchasing agencies, and passengers. This measure should also be included as a part of the CTC's evaluation of its contracted operators and the LCB's evaluation of the CTC.*

CTC Standard: The CTC and TDCB should jointly establish a percentage of trips that will be on-time. This performance measure should be communicated to contracted operators, drivers, purchasing agencies, and passengers. This measure should also be included as a part of the CTC's evaluation of its contracted operators and the TDCB's evaluation of the CTC. The CTC has established a standard of 95% on-time performance for all completed trips on Lake County Connection and for LakeXpress.

Advance Reservation Requirements

Rule 41-2.006 (4) (x) *The CTC should establish a minimum 24-hour advance notification time to obtain services. This policy should be addressed in the local Service Plan and communicated to contracted operators, purchasing agencies, and passengers.*

CTC Standard: The CTC establish a two-day (48-hour) advance reservation requirement, although same urgent care service will be accepted pursuant to Medicaid guidelines if vehicles and driver are available. CTC will meet the

standards of each of its funding partners in providing service to their respective client.

Accidents

Rule 41-2.006 (4) (y) *The CTC and the TDCB should jointly establish and address a performance measure to evaluate the safety of the coordinated system, in the local Service Plan. This measure should be used in the CTC's evaluation of the contracted operators and the TDCB's evaluation of the CTC.*

CTC Standard: The CTC has established a standard of no more than one preventable accident per 100,000 miles traveled.

Reliability of Vehicles/Road Calls

Rule 41-2.006 (4) (z) *The CTC and TDCB should jointly establish and address a performance measure to evaluate the reliability of the vehicles utilized in the coordinated system, in the local Service Plan. This measure should be used in the CTC's evaluation of the contracted operators and the TDCB's evaluation of the CTC.*

CTC Standard: The CTC has established a standard of no more than one (1) road call per 15,100 miles.

Phones

Rule 41-2.006 (4) (aa) *This performance measure can be used to address the accessibility of the service. The CTC and TDCB should jointly determine if a standard for call hold time is needed within the coordinated system. If determined necessary, the standard should be jointly established by the CTC and TDCB. The standard should be included as a part of the TDCB's evaluation of the CTC.*

CTC Standard: The CTC requires that all calls be answered within three rings and the average hold per call will not be more than three (3 minutes). Music or announcements must also be played in the background while clients are on hold.

Quality of Service

Rule 41-2.006 (4) (bb) *The Community Transportation Coordinator and the LCB should jointly establish and address in the local service plan a performance measure to evaluate the quality of service provided within the coordinated system. The measure should be used in the Community Transportation Coordinator's evaluation of the contracted operators, and the LCB's evaluation of the Community Transportation Coordinator.*

CTC Standard: The CTC has adopted the same standards as addressed in the CTC evaluation process.

In addition, the CTC contract with the operator has specific performance measures which will be utilized to evaluate the operator.

Notes: The TDSP requirements were taken from the Commission for the Transportation Disadvantaged *Commission Standards Training Manual (Adopted June 1996, and updated as appropriate)* and Rule 41-2, Florida Administrative Code.

Additional CTC Standards:

Safety Equipment

CTC Standard: Each vehicle must be equipped with safety reflectors and have an un-expired workable fire extinguisher.

Hospital discharges

CTC Standard: The CTC has set a standard that those clients being discharged from hospitals are to be picked up within three (3) hours of the Operator receiving a call from the hospital regarding the discharge, unless a sponsoring agency has a more stringent requirement.

Trip Cancellation

CTC Standard: Individuals, their guardian or agency must cancel trips at least two (2) hours in advance of their scheduled trip. If the trip is not cancelled at least two hours in advance the trip will be considered a "Late Cancellation".

Agencies, group homes or guardians must inform the CTC of any restrictions of their clients being able to cancel trips.

Late cancellations will adhere to the same suspension guidelines as the No Show policy.

If the passenger cancels when the driver arrives then the passenger will be considered "no show" and is subject to the "no show" suspension policy.

Suspensions will not be imposed for circumstances that are beyond the passenger's normal control. Examples of situations not within the passenger's control are:

- A sudden verified personal emergency.
- Sudden or worsening illness.
- Late arrival of the vehicle.
- Disruptive behavior caused by a disability.
- A sudden death in the immediate family or household.

Excessive Timely Cancellations

CTC Standard: Any scheduled trip that is cancelled at least two hours before the schedule pick-up time will not be considered a late cancellation or a No Show. However, if a client cancels their trips regularly this will be considered Excessive Timely Cancellation and may be subject to the following suspension.

- Ten late cancellations in a calendar month – written warning via letter.
- Eleven late cancellations in a calendar month – 14 day suspension.
- Twelve late cancellations in a calendar month – 30 day suspension.

Lake County Connection is a multi-loading service and the consideration and cooperation of all its riders is imperative for the system to work efficiently and be cost effectively.

Minimum Age

CTC Standard: A person must be at least 16 years of age to ride without an escort. However, for Medicaid the client must be 18 years of age.

Will Calls

CTC Standard: If the customer is not ready at the requested return time we will make every effort to return for the customer within ninety (90) minutes of the customer notifying the provider. If the client is a dialysis patient or taking chemotherapy treatment, efforts will be made to pick them up as soon as possible.

If the customer cannot be found at the scheduled destination then they will be considered a "No-Show". If the customer requests a return trip after the "No-Show" has been issued then the return will be scheduled with no set timeframe.

If a client arrives to their destination late because of an issue with the operator then steps must be made to adjust the pick-up time for that client. It is the CTC's objective that the client does not end up falling under a will call status as a result of a problem caused by the operator.

In cases where the operator causes a dialysis client or any other client going to a medical appointment to arrive late, the driver must notify dispatch so that the return driver will not arrive at the pre-scheduled pick up time. Under no circumstance shall such client be placed on will call. For instance, if a dialysis patient normal chair time is at 10:00 a.m. but the transit operator causes him/her to arrive at 11:00 a.m. and the normal return time is 3:00 p.m. the driver should not arrive at 3:00 p.m. expecting the client to be ready early and then be placed on will call. The operator will make every effort to pick up that client as soon as possible. We need to remember that for every 156 hours a dialysis patient misses a treatment they lose 6.5 days of their lives. Therefore, it is imperative they arrive on time.

Mobility Devices

CTC Standard: Common wheelchairs and mobility devices that are no wider than thirty (30) inches and no longer than forty-eight (48) inches in length and do not exceed eight hundred (800) pounds combined mobility device/person weight can be accommodated by our vehicles.

Bariatric Transportation

CTC Standard: Our vehicles are designed to meet the Americans with Disabilities weight requirements. When a persons and their equipment exceed the lift requirements this places them and the driver at risk and as a result we will not be able to transport them.

Attempts may be made to get Lake Emergency Medical Services to provide such services, however, when a client exceeds the weight limitation of the equipment the CTC will be unable to safely transport the client. However, under no circumstance can the CTC transport a client who exceeds the weight limitations of the equipment.

Personal Hygiene

CTC Standard: Passengers are requested to respect fellow passengers and maintain good standards of personal cleanliness and hygiene as well as to practice common health courtesies when traveling while suffering from ailments such as the common cold.

Passengers are expected to maintain cleanliness and health standards that do not jeopardize the health of drivers, themselves, or other passengers.

Passengers are requested to not wear strongly scented personal care products while on board. This will help insure that vans are accessible for passengers with multiple chemical sensitivity or environmental illness.

Shirts and shoes or other footwear must be worn when being transported.

When using the bus, passengers who have health-related open sores and wounds need to ensure that all sores and wounds are properly covered.

Passengers who have open sores and wounds shall be transported unless their medical condition presents a direct threat to other passengers or the driver.

Any passenger, including passengers with disabilities, may be refused access to public transportation if visible body fluid leakage or dripping is occurring while at the bus stop. The passenger may also be requested to exit the bus if leakage or dripping occurs after they have boarded. Such leakage or dripping can create a biohazard to other passengers on the bus.

The existence of wounds and sores may limit securement on all securement points. The operator shall secure as many points as possible and transport the passenger.

Designated Vehicles

CTC Standard: Lake County Connection uses a variety of vehicles. You must ride in the vehicle that is sent to transport you. Special requests for specific vehicles and drivers cannot be honored unless there are extenuating circumstances to transport you safely and the CTC has the resources to accommodate such a request. Passengers should understand they may also be scheduled to ride with service animals of other clients.

During natural disaster riders need to be aware that they may travel with clients traveling with pets going to pet friendly shelters. In such cases all animals are properly secured in cages.

Transporting Service Animals

CTC Standard: Under Federal law persons with disabilities may travel with a trained service animal.

Service animals shall always be permitted to accompany their users in any system vehicle. The driver may ask if an animal is a service animal or ask what tasks the animal has been trained to perform, but cannot require special ID cards for the animal or ask about the person's disability.

Passengers are asked to please inform the customer service representative when booking your trip that you will be traveling with a service animal.

Day Care Trips

CTC Standard: Day care trips shall only be provided when the parent is gainfully employed, going to school, or the child has been court ordered to attend a day care program. No minor child can be transported without an adult escort.

Rider Being Met

CTC Standard: Some riders, due to their disabilities, need to be met when they are dropped off. If the person meeting the rider is not at the site when the driver arrives, the rider will be transported to the local police department or other safe place. We will notify the rider's guardian or caregiver and require that the rider be picked up at the local police department or other safe location.

Delays

CTC Standard: Everyone has occasional circumstances outside their control that can cause delays at scheduled medical appointments. If your appointment is running later than you expected, and there is a chance you will not be ready for your scheduled return trip, please contact Lake County Connection by phone as soon as possible to inform them of your status.

Reporting an Incident

CTC Standard: To allow Staff to follow-up on incidents, please be specific and provide Staff with the following information:

- a. Your name, address, and phone number.
- b. The date, time, and location of the incident.
- c. The vehicle number and driver's name.
- d. If it is concerning office staff, please provide the name of the employee and the date and time of your contact with that person.
- e. A detailed explanation of the incident or suggestion.

Replacement bus

CTC Standard: In case of a bus breakdown, Lake County Connection will send a replacement vehicle as soon as possible to transport you to your destination.

Suspension from Service

CTC Standard: Clients may be suspended from service for violating the following conditions and any other condition that may be detrimental to the welfare of the program, other passengers, staff, or the general public.

- a. **Verbal abuse:** Verbal abuse is defined as any oral presentation that is offensive to a passenger, driver, operator or CTC staff.
- b. **Disruptive Behavior:** Disruptive behavior is defined as a passenger who engages in violent, seriously disruptive, or illegal conduct directed at other riders, transit employees or CTC staff.

Such conduct includes, but is not limited to; threats or fear of physical or verbal abuse, unlawful harassment, including unwelcome verbal, nonverbal, or physical behavior having sexual or racial connotations, unauthorized use of equipment on the vehicle, voluntarily and repeatedly violating vehicle-riding rules, including smoking in the vehicle, eating or drinking without medical indication, vandalism or defacing equipment.

Failure to exit a vehicle shall also be described as disruptive behavior and will result in the suspension of services.

- c. **Dangerous behavior:** Dangerous behavior is defined as any threat or action that could cause direct or indirect physical harm to the driver, vehicle, other passengers, or to the person.
- d. **Physical abuse:** Is defined as any action that may cause direct or indirect physical harm to a passenger, driver, or other staff. Possessing a weapon or firearm. Throwing objects out of the vehicle windows. Placing your feet on the seats, seat backs or walls.

The driver may refuse transportation to an individual or group of individuals who disobey these rules, is disruptive, behave offensively or could imperil the safety or comfort of other passengers.

- e. **Providing False Information:** Providing false information on the application for service or regarding the nature of a trip can result in the disqualification of services.
- f. **Service animals:** Interfering or harming a service animal. This includes touching or petting a service animal without the owner's permission.
- g. **Other actions:** Other actions not specified but that are determined by the CTC to be an interruption to services.
- h. **Failing to submit an application:** Clients may be suspended for not recertifying or providing additional information to determine if the client qualifies for services.

Illness

CTC Standard: If you become ill, or notice another passenger who appears ill please immediately inform the driver.

Surveys

CTC Standard: Customers are required to assist in completing surveys as a condition of participating in the transportation disadvantaged program.

Hardship Waivers

CTC Standard: Hardship waivers may be granted to riders who cannot afford their co-pay such as those who are on prolonged medical treatment programs such as dialysis. Detailed personal information has to be submitted for consideration of a hardship waiver.

The driver may provide a No Pay Co-Pay slip to a transportation disadvantaged client if they do not have their co-pay. The driver is then to provide them with a Hardship Waiver application.

Closest Facility

CTC Standard: All passengers of the transportation disadvantaged program will be required to be transported to the closest facility provided the client's insurance is accepted at the location and the facility has seats available. This includes all clients under all programs. Clients may be transported over County lines when the facility is closer than the nearest facility in the County and when it is deemed to be the most cost effective means.

Non-Stranded Procedure

CTC Standard: Under no circumstance will the CTC leave a client stranded at a location. If a client does not return home by the normal time, please immediately contact Lake County Connection at 352.326.2278 or (the After Hours Number will be provided at a later date when our new Operator starts).

Scheduling and Cancelling Trips

CTC Standard: If a client is in the care of a guardian and does not have the mental capabilities to schedule or cancel their trips then their guardian shall apprise the Operator of those concerns when the clients signs up for service.

13. Local Complaint and Grievance Procedure Process

Definition of Complaint: Any customer concern involving timeliness, vehicle condition, quality of service, personal behavior, and other operational policies should be considered a complaint and should be addressed by the appropriate personnel.

Any complaint, verbal or written, should be researched to determine the validity. The

resolution to complaints will vary depending on each situation. Some complaints can be resolved while speaking with the customer and others will require research in order to be resolved.

1. For any complaint received directly by the CTC, the complaint follow-up shall be handled in the following manner:
 - a. Complaint forms shall be completed.
 - b. The CTC staff shall notify the Operator of the said complaint either by phone, scheduling software, e-mail or fax to initiate an investigation into the complaint. When a complaint is made by phone a written report shall also be sent.
 - c. On any written complaint or voice mail complaint received a verbal acknowledgment will be made within twenty-four (24) hours to the customer to inform the person that their complaint is being investigated.
 - d. Further, a written record of the complaint will describe and explain the remedial action taken within three (3) days of the date that the complaint was received and mailed to the customer.
 - e. Within five (5) working days of receiving a complaint, a follow-up letter will be sent to the individual filing the complaint to determine if the problem has been resolved to the person's satisfaction.
 - d. At the discretion of the CTC and depending on the severity of the complaint, a verbal response may replace the written response, but the complaint will still be documented in the Monthly Report.
 - e. Complaints that are considered "HOT:" shall be responded to within 24 hours. Hot complaints are addressed in the contract with the operator.
2. For any complaint received directly by the Operator, the Operator shall log the call into the system under the customer's file and resolve the complaint as soon as possible or no longer than five days of receipt of the complaint.

It is important to note that in addition to a timely follow up and resolution to complaints, it is also imperative that the problem that caused the complaint is eliminated.

The Operator shall provide the CTC with a list of all such complaints on a monthly basis, along with resolution of the complaint.

Local Coordinating Board Grievance Procedures – See Appendix B

14. CTC Monitoring Procedures of Operators

Annual site visits of the operator and coordination contractors are done to review maintenance, driver records, performance standards, and daily operational procedures as well as annual site visits to providers to ensure fiscal responsibility.

Sub-contractor and coordinated contractor monitoring procedures reflect contract and performance checklists with written reports including corrective action requirements if necessary.

The CTC staff, MPO staff and Operator hold meetings to discuss concerns and issues regarding transportation services. The CTC's direct involvement in the day-to-day operations of the service shall include, but not be limited to, on-street monitoring of drivers and vehicles, inspection of equipment, customer service functions, contract compliance oversight, and quality control.

The CTC conducts unannounced periodic inspections to determine whether the Operator meets the required specifications and ensures the vehicles are in compliance with standards. Additional quality surveys and monitoring may occur through the use of a "mystery rider" program under the direction of CTC.

The CTC as well as the Contractor shall perform on-street monitoring of actual trips to include, but not be limited to:

1. On-time performance.
2. Knowledge of service area and routing.
3. Driver assistance.
4. Manifest accuracy and completeness.
5. Driver appearance.
6. Vehicle appearance.
7. Wheelchair lift condition and operation.
8. Wheelchair securement systems condition and use thereof.
9. Safety equipment.
10. Driving habits.
11. Compliance with Florida Motor Vehicle Regulations.
12. Substance abuse review.
13. Compliance with Chapter 14-90.
14. Review of driver records.
15. Customer courtesy.
16. Alcohol and Substance Abuse requirements.
17. System Safety.
18. Driver records.
19. Accidents and incidents.
20. Criminal history background checks.

The CTC conducts system performance monitoring on a daily and monthly basis. Each day, a Daily Operations Report is produced showing the number of trips, trip type and mileage for trips provided under each funding source, such as Medicaid, TD, and other community sponsored programs.

On a monthly basis, the Operator produces a report detailing trip origins and destinations, trips provided with cancellations and no-shows, trips by type, complaints about service with resolutions, and trips by sponsor. This report is presented to the TDCB at each meeting.

All operators within the Coordinated System are evaluated annually for contract compliance. Areas reviewed include, but are not limited to, System Safety Program Plan, driver records, Drug Free Workplace, insurance, and local standards. Monitoring is done on site and conducted by CTC staff.

15. CTC Monitoring of Coordination Contractors

Each Coordination Contractor shall be evaluated on an annual basis. The review will at a minimum consist of the following items:

1. A quarterly Year to Date Operating Report (from the Annual Operating Report) detailing demographic, operational, and financial data regarding coordination activities in the designated service area. The report shall include the following information:
 - A. Number of unduplicated passengers.
 - B. Number of vehicle miles while operating under the coordinated system.
 - C. Number of revenue miles, if different from (B).
 - E. Types of passengers transported, i.e. wheelchair, elderly, low income.
 - F. Trips reasons, i.e. medical, nutritional, employment, and educational.
 - G. Total dollars billed while operating under the coordinated system.
 - H. Total accidents and road calls.
2. Driver records.
3. Compliance with Section 341.061, Florida Statutes and Rule 14-90, Florida Administrative Code concerning System Safety.
4. Compliance with local, state, and federal laws, and Commission policies relating to drug testing.
5. Compliance with the System Safety Program Plan (SSPP).
6. Compliance with the insurance requirements of maintaining at least minimum liability insurance coverage in the amount of \$100,000 for any one person and \$300,000 per occurrence.
7. Comply with all standards and performance requirements of the:
 - A. The CTD (Attachment II as applicable).
 - B. The TDCB approved TDSP.

16. Planning Agency Evaluation Process

The Commission for the Transportation Disadvantaged began biennial evaluations of planning agencies in July 1998. The Commission's Quality Assurance and Program Evaluation team will conduct the evaluations. In Lake County the Designated Official Planning Agency is the Lake~Sumter Metropolitan Planning Organization (MPO). The MPO board appoints the TDCB members. While the TDCB does not review the performance of the planning agency, their input, suggestions, and requests are transmitted directly to the MPO for discussion and action.

COST/REVENUE ALLOCATION AND RATE STRUCTURE JUSTIFICATION

This section provides information about how the overall costs of the CTC's operations will be allocated, and an explanation of the fare structure. The Lake County CTC issued a Request for Proposal for a Transportation Operator for a full brokerage system, which invited firms to submit proposals based on a Scope of Services that included provisions for the following:

- Service operations.
- Service area.
- Hours and days of service.
- Response time scheduling and dispatching.
- Minimum service delivery.
- Location of waiting passenger.
- Travel time.
- Trip reservations.
- Customer services.
- Passenger assistance.
- Eligibility determinations.
- Radio communications.
- Personnel.
- Training.
- Alcohol, narcotics and dangerous drugs.
- Facilities/equipment/supplies.
- Vehicle minimum standards.
- Maintenance.
- Accident response/road calls.
- Safety inspections.
- Vehicle records.
- Reporting/record keeping.
- Response to complaints.
- Accident reporting.
- Fares and reimbursement.

As CTC the Lake County Board of County Commissioners absorbs all costs for:

- Program Oversight.
- Coordination and Contractor Inspection.
- Coordination and Contractor Monitoring.
- Coordination and Contractor Reporting.

Fully Allocated Operating Cost	\$4,516,532
Total System Vehicle Miles	1,670,726
Total System Passenger Trips	192,494

Source 2015-2016 Annual Operating Report (AOR).

Cost per passenger mile	\$ 2.70
Cost per passenger trip	\$ 23.46

Cost/Revenue Allocation – Rates charged to individual agencies that either subsidize or purchase transportation for their clients are based on the cost of providing service to that agency’s clients. Each contract is negotiated separately. In some cases, authorized rates are less than the fully allocated cost of providing the service. In those cases general public support must cover the remaining costs, or the service cannot be provided.

The CTC expenses are itemized below.

Labor	\$ 474,344
Fringe Benefits	\$ 67,121
Services	\$ 666,508
Material and Supplies	\$ 774,749
Utilities	\$ 23,407
Casualty and Liability	\$ 97,861
Taxes	\$ 1,798
Miscellaneous	\$ 38,469
Interest	\$ 0
Leases & Rentals	\$ 5,260
Annual Depreciation	\$ 465,255
Indirect Expense	\$ 0
Contracted Transportation Svcs.	\$1,901,760
Total Expenditure	\$4,516,532

**TRANSPORTATION DISADVANTAGED TRUST FUND
RATE STRUCTURE SUMMARY OF SERVICE RATES**

<u>TYPE</u>	<u>PER TRIP RATE</u>
Non-Sponsored	Ambulatory \$ 26.63
	Wheelchair \$ 45.65
	Stretcher \$ 95.10
Non-Sponsored with no subsidy	Ambulatory \$ 52.29
	Wheelchair \$ 89.65
	Stretcher \$186.76
Agency for Persons with Disabilities* After July 1, 2011	Short Trip \$ 8.15
	Medium Trip \$10.19
	Long Trip \$15.28
CTC Rate	Flat Fee \$25.75
	Hourly \$36.23

*APD sets all the rates and mileage for their trips. The County is working with APD on a rate increase.

The CTC does not directly provide transportation. The CTC contracts with its operator, McDonald Transit, LLC. at a trip rate for ambulatory and wheelchair trips and an hourly rate for stretcher service.

SECTION 3: QUALITY ASSURANCE

MONITORING AND EVALUATION PROCESS

Community Transportation Coordinator

The evaluation of the Lake County Community Transportation Coordinator (CTC) is conducted annually by the Transportation Disadvantaged Coordinating Board (TDCB) with the guidance of the Lake~Sumter MPO planning staff. The purpose of the annual review is to evaluate the CTC's performance. The evaluation ensures quality of service is being obtained and that it is being provided in the most cost effective, efficient, unduplicated manner. The evaluation also ensures that all requirements are met in providing provision of any services by operators or coordination contractors in the coordinated system.

The evaluation is conducted utilizing the Commission for the Transportation Disadvantaged CTC Evaluation Workbook. The workbook outlines a formal process for evaluation the CTC (and its operators). Several of the CTC Evaluation Workbook worksheets are used in order to fully evaluate the CTC.

At a minimum the TDCB reviews the following areas:

- Chapter 427, Rules 41-2 and 14-90, CTD Standards and Local Standards
- Following up on the Status Report from the prior year and any calls from the Ombudsman Program
- Monitoring of contractors
- Surveying riders/beneficiaries, purchasers of service

The coordinators are also evaluated against the established standards for service that ensure quality transportation for the transportation disadvantaged community.

The CTC Evaluation sub-committee performs the evaluation and presents the CTC evaluation report in its entirety at the 4th quarterly meeting and provides a list of recommendations at this time. If there are any deficiencies noted the board will recommend a timeline for corrective action. A follow up report addressing how the CTC is addressing the recommendations is presented at the next quarterly meeting.

APPENDIX A

Transportation Disadvantaged
Coordinating Board Certification &
Roll Call Vote Sheet

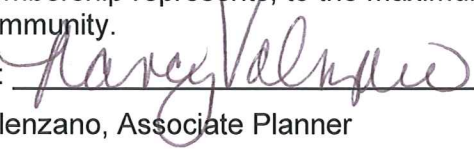
COORDINATING BOARD MEMBERSHIP CERTIFICATION

NAME: Lake~Sumter Metropolitan Planning Organization

ADDRESS: 1616 South 14th Street, Leesburg, FL 34748

The Metropolitan Planning Organization/Designated Planning Agency named above hereby certifies to the following:

1. The membership of the Local Coordinating Board, established pursuant to Rule 41-2.012 (3), FAC, does in fact represent the appropriate parties as identified in the following lists; and
2. The membership represents, to the maximum extent feasible, a cross section of the local community.

Signature: 
 Nancy Valenzano, Associate Planner

Date: June 12, 2017

Lake County Transportation Disadvantaged Coordinating Board

Representation	Member	Alternate	Term
1. Chairperson	Leslie Campione	N/A	12/30/17
2. FDOT	Jo Santiago	Carlos Colon	
3. Dept. of Children & Families	Sheri Peterson	Marisol Martinez	
4. Public Education Community	E. Scott Pfender	Lori Mattox	
5. FL Div. Voc Rehab/Education	Danielle Delgado	Candice Stoutamire	
6. Veterans	Mark Godinez	Allison Thall	
7. Community Action CAA	Jim Lowe	Tim Bridges	
8. Person over 60 /Elderly	Vacant		08/2017
9. Person with Disability	Colleen Kollmann		06/2020
10. Citizen Advocate	Bebe Chudeusz		08/2017
11. Citizen Advocate/User	Vacant		
12. Children at Risk	Lesha Buchbinder	Tameka Mays	
13. Local Mass Transit	N/A		
14. FL. Dept. of Elder Affairs	Mat Kline/Angela Taylor		
15. Private for Profit Transit	Vacant		
16. Florida ACHA	Millie Chervoni		
17. Workforce Board	Cheryl Ridley		
18. Local Medical Community	David Taylor	Darren Armstrong	

TRANSPORTATION DISADVANTAGED SERVICE PLAN
TRANSPORTATION DISADVANTAGED COORDINATING BOARD

The Lake County Transportation Disadvantaged Coordinating Board (TDCB) hereby certifies that an annual evaluation of this Community Transportation Coordinator was conducted consistent with the policies of the Florida Commission for the Transportation Disadvantaged and all recommendations of that evaluation have been incorporated in this Service Plan. We further certify that the rates contained herein have been thoroughly reviewed, evaluated, and approved. This Transportation Disadvantaged Service Plan was reviewed in its entirety and approved by this Board at an official meeting held on:



Leslie Campione, Chairman

June 12, 2017

Date

Florida CTD Designee

Date

ROLL CALL VOTE – June 12, 2017

Representation	Member	Voted For	Voted Against	Absent From Voting
Chairperson	Leslie Campione	✓		
FDOT	Jo Santiago/Carlos Colon	✓		
Dept. of Children & Families	Sheri Peterson/ Marisol Martinez	✓		
Public Education Community	E. Scott Pfender/Lori Mattox	✓		
Fl. Div. of Voc. Rehab/Education	Danielle Delgado/Candice Stoutamire	✓		
Veterans	Mark Godinez/Allison Thall	✓		
Community Action/CAA	Jim Lowe/Timothy Bridges	✓		
Person over 60/Elderly	vacant			
Person with Disability	Colleen Kollmann	✓		
Citizen Advocate	Bebe Chudeusz	✓		
Citizen Advocate/User of System	vacant			
Children at Risk	Lesha Buchbinder/ <u>Tameka Mays</u>	✓		
Local Mass Transit	n/a			
FL Dept. of Elder Affairs	Mat Kline/Angela Taylor			✓
Private for Profit Transit	vacant			
Florida ACHA	Milagros Chervoni			✓
Workforce Board	Cheryl Ridley	✓		
Local Medical Community	David Taylor/Darren Armstrong			✓

LAKE COUNTY TRANSPORTATION DISADVANTAGED SERVICE PLAN (TDSP)

ANNUAL UPDATE – June 12, 2017

Section I DEVELOPMENT PLAN

Summary of Existing Plans and Documents – reflects current Annual Operating Report FY 2015/16 and Annual Performance Report dates FY 2015/16

Table 1-1 Lake County Population Trends –includes 2016 data

Tables 1-7 and 1-8 General and Critical Need TD Population Forecast – includes 2015-2025 data

Section II SERVICE PLAN

Operations:

- Unmet Trip request includes latest figures
- Vehicle inventory includes latest vehicle information
- Lake County Connection – includes current phone number
- Eligibility Application – required to complete bi-annually
- Eligibility for Medicaid Beneficiaries - clarification
- Public Transit Utilization – includes current fixed route information
- Inter-County Services – deleted text referencing 1) service to other cities such as Tampa, Jacksonville etc., 2) coordination efforts for out of area trips with Sumter and Marion and 3) regional call center
- Marketing – includes implementation of the Travel Training Program

Cost Revenue Allocation and Rate Structure Allocation – includes latest figures

CTC Trip Rate – FY 2017/18 rates included:

- Ambulatory Trip \$26.63
- Wheelchair Trip \$45.65
- Stretcher Trip \$95.10

Appendix A	Coordinating Board Membership Certification – June 12, 2017
	Roll Call Vote Sheet – June 12, 2017
Appendix B	Grievance Procedures – Approved December 5, 2016
Appendix C	Vehicle Inventory List – May 30, 2017
Appendix D	SSPP Bus Transit System Annual Safety Certification – January 6, 2017
Appendix E	FY 2017/18 Rate Calculation Sheets – Approved June 12, 2017
Appendix F	Operator Contract – includes contract with McDonald Transit, LLC

Note: Current TDSP document may be reviewed online:

www.lakesumtermo.com/transit/tdsp.aspx



TRANSPORTATION DISADVANTAGED SERVICE PLAN
TRANSPORTATION DISADVANTAGED COORDINATING BOARD

The Lake County Transportation Disadvantaged Coordinating Board (TDCB) hereby certifies that an annual evaluation of this Community Transportation Coordinator was conducted consistent with the policies of the Florida Commission for the Transportation Disadvantaged and all recommendations of that evaluation have been incorporated in this Service Plan. We further certify that the rates contained herein have been thoroughly reviewed, evaluated, and approved. This Transportation Disadvantaged Service Plan was reviewed in its entirety and approved by this Board at an official meeting held on:



Leslie Campione, Chairman

June 12, 2017

Date

Florida CTD Designee

Date

ROLL CALL VOTE – June 12, 2017

Representation	Member	Voted For	Voted Against	Absent From Voting
Chairperson	Leslie Campione	✓		
FDOT	Jo Santiago/Carlos Colon	✓		
Dept. of Children & Families	Sheri Peterson/ Marisol Martinez	✓		
Public Education Community	E. Scott Pfender/Lori Mattox	✓		
Fl. Div. of Voc. Rehab/Education	Danielle Delgado/Candice Stoutamire	✓		
Veterans	Mark Godinez/Allison Thall	✓		
Community Action/CAA	Jim Lowe/Timothy Bridges	✓		
Person over 60/Elderly	vacant			
Person with Disability	Colleen Kollmann	✓		
Citizen Advocate	Bebe Chudeusz	✓		
Citizen Advocate/User of System	vacant			
Children at Risk	Lesha Buchbinder/ <u>Tameka Mays</u>	✓		
Local Mass Transit	n/a			
FL Dept. of Elder Affairs	Mat Kline/Angela Taylor			✓
Private for Profit Transit	vacant			
Florida ACHA	Milagros Chervoni			✓
Workforce Board	Cheryl Ridley	✓		
Local Medical Community	David Taylor/Darren Armstrong			✓

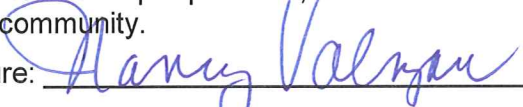
COORDINATING BOARD MEMBERSHIP CERTIFICATION

NAME: Lake~Sumter Metropolitan Planning Organization

ADDRESS: 1616 South 14th Street, Leesburg, FL 34748

The Metropolitan Planning Organization/Designated Planning Agency named above hereby certifies to the following:

1. The membership of the Local Coordinating Board, established pursuant to Rule 41-2.012 (3), FAC, does in fact represent the appropriate parties as identified in the following lists; and
2. The membership represents, to the maximum extent feasible, a cross section of the local community.

Signature:  Date: June 6, 2016

Nancy Valenzano, Transportation Disadvantaged Coordinator

Lake County Transportation Disadvantaged Coordinating Board

Representation	Member	Alternate	Term
1. Chairperson	Leslie Campione	N/A	12/30/14
2. FDOT	Jo Santiago	Samuel Weekley	
3. Dept. of Children & Families	Sheri Peterson		
4. Public Education Community	John Carr	Dr. Marilyn Doyle	
5. FL Div. Voc Rehab/Education	Danielle Delgado	Candice Stoutamire	
6. Veterans	Vacant	Allison Thall	
7. Community Action CAA	Jim Lowe	Tim Bridges	
8. Person over 60 /Elderly	Vacant		08/2017
9. Person with Disability	Colleen Kollmann		08/2017
10. Citizen Advocate	Bebe Chudeusz		08/2017
11. Citizen Advocate/User	Vacant		
12. Children at Risk	Lesha Buchbinder	Tameka Mays	
13. Local Mass Transit	N/A		
14. FL. Dept. of Elder Affairs	Mat Kline/Scott Stevenson		
15. Private for Profit Transit	Vacant		
16. Florida ACHA	Millie Chervoni		
17. Workforce Board	Cheryl Ridley		
18. Local Medical Community	David Taylor	Darren Armstrong	

TRANSPORTATION DISADVANTAGED SERVICE PLAN
TRANSPORTATION DISADVANTAGED COORDINATING BOARD

The Lake County Transportation Disadvantaged Coordinating Board (TDCB) hereby certifies that an annual evaluation of this Community Transportation Coordinator was conducted consistent with the policies of the Florida Commission for the Transportation Disadvantaged and all recommendations of that evaluation have been incorporated in this Service Plan. We further certify that the rates contained herein have been thoroughly reviewed, evaluated, and approved. This Transportation Disadvantaged Service Plan was reviewed in its entirety and approved by this Board at an official meeting held on:

Leslie Campione

Leslie Campione, Chairman

June 6, 2016

Date

Florida CTD Designee

Date

ROLL CALL VOTE – June 6, 2016 TDSP Amendment

Representation	Member	Voted For	Voted Against	Absent From Voting
Chairperson	Leslie Campione	✓		
FDOT	Jo Santiago/ Samuel Wootley			X
Dept. of Children & Families	Jesse Young Sheri Peterson	✓		
Public Education Community	William Davis /Dr. Marilyn Doyle John Carr	✓		
Fl. Div. of Voc. Rehab/Education	Danielle Delgado	✓		
Veterans	Vacant/Allison Thall			X
Community Action/CAA	Jim Lowe/Tim Bridges	✓		
Person over 60/Elderly	Ronald Hartz Vacant			
Person with Disability	Colleen Kollmann			X
Citizen Advocate	Bebe Chudeusz	✓		
Citizen Advocate/User of System	vacant			
Children at Risk	Lesha Buchbinder/ Tameka Mays	✓		
Local Mass Transit	n/a			
FL Dept. of Elder Affairs	Mat Kline/Scott Stevenson			X
Private for Profit Transit	vacant			X
Florida ACHA	Andrew Singer <i>millie chervoni</i>			X
Workforce Board	Cheryl Ridley	✓		
Local Medical Community	David Taylor/ <u>Darren Armstrong</u>	✓		

LAKE COUNTY TRANSPORTATION DISADVANTAGED SERVICE PLAN (TDSP)

ANNUAL UPDATE – June 6, 2016

Section I DEVELOPMENT PLAN

Service Area Profile and Demographics

Service Analysis

Section II SERVICE PLAN

Cost, Revenue and Expense – FY 2014-15 data

CTC Trip Rate – FY 2016/17 rates:

Ambulatory Trip	\$23.85
Wheelchair Trip	\$40.91
Stretcher Trip	\$85.22

Prioritization Life-Sustaining – language reinstating all Life-Sustaining Trips due to changes in the Medicaid program and economic changes.

Inter-County Services – added “Davenport Dialysis”

Marketing – Added www.LakeXpress.com and www.LakeSumterMPO.com

Appendix A	Coordinating Board Membership Certification – June 6, 2016
	Roll Call Vote Sheet – June 6, 2016
Appendix C	Vehicle Inventory List – April 30, 2016
Appendix D	Annual Safety Certification – January 19, 2016
Appendix E	FY 2016/17 Approved Rate Calculations – Approved June 6, 2016

Note: Current TDSP document may be reviewed online:

www.lakesumtermpo.com/transit/tdsp.aspx



TRANSPORTATION DISADVANTAGED SERVICE PLAN
TRANSPORTATION DISADVANTAGED COORDINATING BOARD

The Lake County Transportation Disadvantaged Coordinating Board (TDCB) hereby certifies that an annual evaluation of this Community Transportation Coordinator was conducted consistent with the policies of the Florida Commission for the Transportation Disadvantaged and all recommendations of that evaluation have been incorporated in this Service Plan. We further certify that the rates contained herein have been thoroughly reviewed, evaluated, and approved. This Transportation Disadvantaged Service Plan was reviewed in its entirety and approved by this Board at an official meeting held on:

Leslie Campione, Chairman

November 9, 2015

12-1-15

Date

Florida CTD Designee

Date

ROLL CALL VOTE – November 9, 2015 TDSP Amendment

Representation	Member	Voted For	Voted Against	Absent From Voting
Chairperson	Leslie Campione	X		
FDOT	Jo Santiago/Samuel Weekley	X		
Dept. of Children & Families	Sheri Peterson	X		
Public Education Community	Will Davis/Dr. Marilyn Doyle			X
Fl. Div. of Voc. Rehab/Education	Danielle Delgado/ Candice Stoutamire	X		
Veterans	Tom Osebold/Allison Thall	X		
Community Action/CAA	Jim Lowe/Tim Bridges	X		
Person over 60/Elderly	Ronald Hartz	X		
Person with Disability	Colleen Kollmann	X		
Citizen Advocate	Bebe Chudeusz	X		
Citizen Advocate/User of System	vacant			
Children at Risk	Lesha Buchbinder/ Tameka Mays	X		
Local Mass Transit	n/a			
FL Dept. of Elder Affairs	Mary Stahl	X		
Private for Profit Transit	vacant			
Florida ACHA	Benjamin Akinola			X
Workforce Board	Cheryl Ridley			X
Local Medical Community	David Taylor/ Darren Armstrong			X

TRANSPORTATION DISADVANTAGED SERVICE PLAN
TRANSPORTATION DISADVANTAGED COORDINATING BOARD

The Lake County Transportation Disadvantaged Coordinating Board (TDCB) hereby certifies that an annual evaluation of this Community Transportation Coordinator was conducted consistent with the policies of the Florida Commission for the Transportation Disadvantaged and all recommendations of that evaluation have been incorporated in this Service Plan. We further certify that the rates contained herein have been thoroughly reviewed, evaluated, and approved. This Transportation Disadvantaged Service Plan was reviewed in its entirety and approved by this Board at an official meeting held on:

Leslie Campione, Chairman

November 9, 2015

12-1-15

Date

Florida CTD Designee

Date

ROLL CALL VOTE – November 9, 2015 TDSP Amendment

Representation	Member	Voted For	Voted Against	Absent From Voting
Chairperson	Leslie Campione	X		
FDOT	Jo Santiago/Samuel Weekley	X		
Dept. of Children & Families	Sheri Peterson	X		
Public Education Community	Will Davis/Dr. Marilyn Doyle			X
Fl. Div. of Voc. Rehab/Education	Danielle Delgado/ Candice Stoutamire	X		
Veterans	Tom Osebold/Allison Thall	X		
Community Action/CAA	Jim Lowe/Tim Bridges	X		
Person over 60/Elderly	Ronald Hartz	X		
Person with Disability	Colleen Kollmann	X		
Citizen Advocate	Bebe Chudeusz	X		
Citizen Advocate/User of System	vacant			
Children at Risk	Lesha Buchbinder/ Tameka Mays	X		
Local Mass Transit	n/a			
FL Dept. of Elder Affairs	Mary Stahl	X		
Private for Profit Transit	vacant			
Florida ACHA	Benjamin Akinola			X
Workforce Board	Cheryl Ridley			X
Local Medical Community	David Taylor/ Darren Armstrong			X

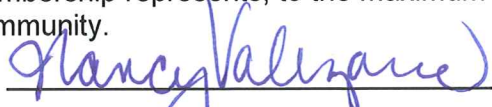
COORDINATING BOARD MEMBERSHIP CERTIFICATION

NAME: Lake~Sumter Metropolitan Planning Organization

ADDRESS: 1616 South 14th Street, Leesburg, FL 34748

The Metropolitan Planning Organization/Designated Planning Agency named above hereby certifies to the following:

1. The membership of the Local Coordinating Board, established pursuant to Rule 41-2.012 (3), FAC, does in fact represent the appropriate parties as identified in the following lists; and
2. The membership represents, to the maximum extent feasible, a cross section of the local community.

Signature:  Date: November 9, 2015

Nancy Valenzano, Transportation Disadvantaged Coordinator

Lake County Transportation Disadvantaged Coordinating Board

Representation	Member	Alternate	Term
1. Chairperson	Leslie Campione	N/A	12/30/14
2. FDOT	Jo Santiago	Samuel Weekley	
3. Dept. of Children & Families	Sheri Peterson		
4. Public Education Community	Will Davis	Dr. Marilyn Doyle	
5. FL Div. Voc Rehab/Education	Danielle Delgado	Candice Stoutamire	
6. Veterans	Tom Osebold	Allison Thall	
7. Community Action CAA	Jim Lowe	Tim Bridges	
8. Person over 60 /Elderly	Ronald Hartz		08/2017
9. Person with Disability	Colleen Kollmann		06/2017
10. Citizen Advocate	Bebe Chudeusz		08/2017
11. Citizen Advocate/User	Vacant		
12. Children at Risk	Leshia Buchbinder	Tameka Mays	
13. Local Mass Transit	N/A		
14. FL. Dept. of Elder Affairs	Matt Kline	Mary Stahl	
15. Private for Profit Transit	Vacant		
16. Florida ACHA	Benjamin Akinola		
17. Workforce Board	Cheryl Ridley		
18. Local Medical Community	David Taylor	Darren Armstrong	

COORDINATING BOARD MEMBERSHIP CERTIFICATION

NAME: Lake~Sumter Metropolitan Planning Organization

ADDRESS: 1616 South 14th Street, Leesburg, FL 34748

The Metropolitan Planning Organization/Designated Planning Agency named above hereby certifies to the following:

1. The membership of the Local Coordinating Board, established pursuant to Rule 41-2.012 (3), FAC, does in fact represent the appropriate parties as identified in the following lists; and
2. The membership represents, to the maximum extent feasible, a cross section of the local community.

Signature:  Date: May 11, 2015

Nancy Valenzano, Transportation Disadvantaged Coordinator

Lake County Transportation Disadvantaged Coordinating Board

Representation	Member	Alternate	Term
1. Chairperson	Leslie Campione	N/A	12/30/14
2. FDOT	Jo Santiago	Samuel Weekley	
3. Dept. of Children & Families	Jesse Young		
4. Public Education Community	Kenneth Klindt	Dr. Marilyn Doyle	
5. FL Div. Voc Rehab/Education	Danielle Delgado	Candice Stoutamire	
6. Veterans	Tom Osebold	Allison Thall	
7. Community Action CAA	Jim Lowe	Tim Bridges	
8. Person over 60 /Elderly	Ronald Hartz		08/2017
9. Person with Disability	Colleen Kollmann		08/2017
10. Citizen Advocate	Bebe Chudeusz		08/2017
11. Citizen Advocate/User	Vacant		
12. Children at Risk	Lesha Buchbinder	Tameka Mays	
13. Local Mass Transit	N/A		
14. FL. Dept. of Elder Affairs	George Popovich		
15. Private for Profit Transit	Vacant		
16. Florida ACHA	Andrew Singer		
17. Workforce Board	Cheryl Ridley		
18. Local Medical Community	David Taylor	Darren Armstrong	

**TRANSPORTATION DISADVANTAGED SERVICE PLAN
TRANSPORTATION DISADVANTAGED COORDINATING BOARD**

The Lake County Transportation Disadvantaged Coordinating Board (TDCB) hereby certifies that an annual evaluation of this Community Transportation Coordinator was conducted consistent with the policies of the Florida Commission for the Transportation Disadvantaged and all recommendations of that evaluation have been incorporated in this Service Plan. We further certify that the rates contained herein have been thoroughly reviewed, evaluated, and approved. This Transportation Disadvantaged Service Plan was reviewed in its entirety and approved by this Board at an official meeting held on:



Leslie Campione, Chairman

May 11, 2015

Date

Florida CTD Designee

Date

ROLL CALL VOTE – May 11, 2015 TDSP Amendment

Representation	Member	Voted For	Voted Against	Absent From Voting
Chairperson	Leslie Campione	✓		
FDOT	Jo Santiago/Samuel Weekley	✓		
Dept. of Children & Families	Jesse Young	✓		
Public Education Community	Kenneth Klindt/Dr. Marilyn Doyle			A
Fl. Div. of Voc. Rehab/Education	Danielle Delgado/ Candice Stoutamire	✓		
Veterans	Tom Osebold/ <u>Allison Thall</u>	✓		
Community Action/CAA	Jim Lowe/ <u>Tim Bridges</u>	✓		
Person over 60/Elderly	Ronald Hartz	✓		
Person with Disability	Colleen Kollmann	✓		A
Citizen Advocate	Bebe Chudeusz	✓		
Citizen Advocate/User of System	vacant			
Children at Risk	Lesha Buchbinder/ Tameka Mays	✓		
Local Mass Transit	n/a			
FL Dept. of Elder Affairs	George Popovich			A
Private for Profit Transit	vacant			
Florida ACHA	Andrew Singer	✓		
Workforce Board	Cheryl Ridley	✓		
Local Medical Community	David Taylor/ Darren Armstrong	✓		

LAKE COUNTY TRANSPORTATION DISADVANTAGED SERVICE PLAN (TDSP)

ANNUAL UPDATE - May 11, 2015

Updates to the TDSP include:

Section I DEVELOPMENT PLAN

Inventory of Available Transportation Services

Service Area Profile and Demographics (2014 data)

Service Analysis (2014 data)

Section II SERVICE PLAN

TYPE OF SERVICE TO BE PROVIDED	UNIT (Passenger Mile or Type)	COST PER UNIT
Ambulatory	Trip	21.52
Wheelchair	Trip	36.89
Stretcher	Trip	76.85

Accessing Services

- **Eligibility – heart conditions, diabetes, neuropathy added**
- **Nutritional - Medicaid Recertification removed**

Number of vehicles

Inter-County Services

Cost Revenue Allocation and Rate Structure Justification – reflects 13/14 data

Appendix A	Coordinating Board Membership Certification – May 11, 2015
	Roll Call Vote Sheet – May 11, 2015
Appendix C	Vehicle Inventory List
Appendix D	Annual Safety Certification – Approved January 12, 2015
Appendix G	Peer Group Analysis Data (2014 data)

Current document may be reviewed online: www.lakesumtermpto.com/transit/tdsp.aspx



APPENDIX B

Grievance Procedures

GRIEVANCE PROCEDURES OF THE LAKE COUNTY TRANSPORTATION DISADVANTAGED COORDINATING BOARD

ARTICLE I: PREAMBLE

The following sets forth the grievance procedures of the Lake County Transportation Disadvantaged Coordinating Board (TDCB), serving to assist the Lake-Sumter Metropolitan Planning Organization (MPO). The intent is to provide policies and procedures pursuant to Chapter 427, Florida Statutes, and Rule 41-2.012, Florida Administrative Code, for the resolution of formal grievances concerning paratransit services from agencies, users, potential users, sub-contractors, and other interested parties.

ARTICLE II: GRIEVANCE SUBCOMMITTEE NAME, PURPOSE, AND MEMBERSHIP

Section 1: Name: The name of the subcommittee to process, investigate, hear and decide grievances or complaints for the Lake County TDCB shall be the Grievance Subcommittee.

Section 2: Purpose: The primary purpose of the Grievance Subcommittee is to process, investigate, hear and decide grievances or complaints from agencies, users, transportation operators, potential users of the system and the Community Transportation Coordinator (CTC), to review and make recommendations, as necessary, for amendments to paratransit eligibility guidelines, and to make recommendations to the TDCB for improvement of services. The Grievance Subcommittee shall meet as often as necessary to process grievances and complaints in a timely manner.

Section 3: Membership: The Grievance Subcommittee shall consist of five (5) voting members chosen from the TDCB. The TDCB shall approve the Grievance Subcommittee appointees by a two-thirds (2/3) vote of a quorum of the members present and voting. The Subcommittee shall be appointed at the first quarterly meeting and shall serve for a period of one year.

ARTICLE III: DEFINITIONS

Section: 1: Definitions: For the purpose of the TDCB and the Grievance Subcommittee, the following definitions shall apply:

1. *Community Transportation Coordinator (CTC)*: The Lake County Board of County Commissioners serves as the CTC for Lake County.
2. *Formal Grievance*: A formal grievance is a **written complaint** to document any concerns or an unresolved service complaint regarding the operation or administration of Transportation Disadvantaged Program services by the Transportation Operator, CTC, MPO or the TDCB. The Grievant, in their formal complaint, should demonstrate or establish their concerns as clearly as possible. Formal Grievances may include but are not limited to:

- a. Chronic or recurring or unresolved Service Complaints.
 - b. Violations of specific laws governing the provision of Transportation Disadvantaged services (i.e., Chapter 427 of the Florida Statutes, Chapter 41-2 of the Florida Administrative Code and accompanying documents, Sunshine Law and/or ADA violations).
 - c. Contract disputes (Agencies/Operators).
 - d. Bidding disputes.
 - e. Agency compliance.
 - f. Conflicts of interest.
 - g. Supplanting of funds.
 - h. Billing and/or accounting procedure violation.
 - i. Denials of applications for paratransit services.
3. *Service Complaints:* Service complaints are routine incidents that occur on a daily basis that are reported to the CTC, Operator, drivers or dispatchers, or to other individuals involved with the daily operations, and are resolved within the course of a reasonable time period suitable to the complainant. Service standards are established by the CTC and the TDCB. Service complaints may include, but are not limited to:
- j. Late trips (late pickup, late drop off, and/or late returns).
 - k. No-show by Transportation Operator.
 - l. No-show by client.
 - m. Client Behavior.
 - n. Driver Behavior.
 - o. Passenger discomfort.
 - p. Refusal of service to client for any reason.

ARTICLE IV: GRIEVANCE AND COMPLAINT PROCEDURES

Section 1: General: The following procedures are established to provide regular opportunities for grievances and appeals to be brought before the Grievance Subcommittee and the TDCB.

Section 2: Filing a Grievance: Should a grievant wish to file a formal grievance, the grievant shall provide a written statement of their grievance, containing the name, address, telephone number and any other contact information for the grievant, a clear and concise statement of the grounds for the grievance, supporting documentation, if any, and an explanation of the relief desired by the grievant. Assistance in filing a formal grievance shall be provided by staff to the MPO, if requested. The grievance shall be sent to the Public Transportation Manager for the CTC, who shall render a decision in writing within fifteen (15) days of receipt of the grievance, giving the grievant an explanation of the facts that lead to the CTC's decision, providing any suggestions for resolution and providing information as to the appeals process. If the grievant is not satisfied with the decision or proposed resolution of the CTC Transportation Manager, the grievant may appeal by sending the formal grievance, the CTC response and any information or documentation the grievant wishes to add to the MPO for scheduling of a hearing before the Grievance Subcommittee for the TDCB, at the following address:

Lake~Sumter Metropolitan Planning Organization
Attn: Transportation Disadvantaged Coordinating Board, Grievance
Subcommittee
1616 S. 14th Street
Leesburg, FL 34748

Within seven (7) working days following the date of receipt of the formal grievance, the MPO shall schedule a meeting of the Grievance Subcommittee, unless there is a TDCB meeting that is scheduled within thirty (30) days of the date of the MPO's receipt of the formal grievance, in which case the MPO may schedule the formal grievance to be heard directly by the TDCB at that upcoming meeting. The process outlined in Section 3 of these Procedures shall be utilized in such an instance.

If there is no TDCB meeting that is scheduled within thirty (30) days of the date of the MPO's receipt of the formal grievance, then the MPO shall ensure that the meeting of the Grievance Subcommittee to hear the grievance is held within thirty (30) days of receipt of the formal grievance to address it and any other appeal from any other party received by the MPO at least fourteen (14) days prior to the meeting of the Subcommittee.

The Grievance Subcommittee shall send notice of the scheduled meeting in writing to the grievant. The notices shall clearly state:

- (i). The date, time, and location of the meeting
- (ii). The purpose of the discussion and a statement of issues involved.

The Grievance Subcommittee shall have the power to hear and decide formal grievances. Within fifteen (15) days of the meeting of the Subcommittee, the Subcommittee shall render a decision in writing to the grievant. Written decisions shall include the following information:

- (i). A statement that a meeting was held in which the involved parties, their representatives, and witnesses were given an opportunity to present their position.
- (ii). A statement that clearly defines the issues discussed.
- (iii). The decision of the Grievance Subcommittee based on the information presented.

The Grievance Subcommittee shall submit a report to the TDCB for the TDCB's information and review at the next regularly scheduled TDCB meeting, containing a brief summary of each grievance and the Subcommittee's decision.

Section 3: Grievances Before and Appeals to the TDCB: The TDCB may hear grievances scheduled before it by MPO staff pursuant to Section 2 of these procedures. In addition, the grievant may appeal the written decision of the Grievance Subcommittee to the TDCB, if the grievant is not satisfied with the decision or proposed resolution of the Grievance Subcommittee, by notifying the MPO, in writing, that the grievant wishes to appeal the decision of the Grievance Subcommittee.

Assistance in filing a grievance or an appeal shall be provided by staff to the MPO, if requested. The grievance or appeal shall be heard at the next regularly scheduled TDCB meeting, and the grievant shall be notified in writing of the date, time, and place of the TDCB meeting where the grievance or appeal shall be heard. This written notice shall be mailed at least ten (10) days in advance of the meeting. The TDCB shall render its written decision as to the grievance or appeal within fifteen (15) days of the regularly scheduled TDCB meeting when the grievance or appeal was heard. A copy of the written decision made by the TDCB shall be mailed to the grievant.

Section4: Notices: All written correspondence between the Grievance Subcommittee, MPO and the TDCB to the grievant/appellant shall be sent via USPS Return Receipt service. All documents pertaining to the grievance process will be made available, upon request, in a format accessible to persons with disabilities.

Section5: Commission for Transportation Disadvantaged: If the grievant is dissatisfied with the decision of the TDCB, he/she may continue the process with the Florida Commission for the Transportation Disadvantaged Ombudsman Program. The customer may begin this process by contacting the Commission Ombudsman through the TD Helpline at (800) 983-2435 or e-mail: CTDOmbudsman@dot.state.fl.us or via mail at: Florida Commission for the Transportation Disadvantaged, 605 Suwannee St., MS-49, Tallahassee, FL 32399-0450 or online at www.fdot.gov/ctd.

ARTICLE V: SCHEDULED MEETINGS

When a meeting of the Grievance Subcommittee is necessary, staff to the MPO shall schedule a meeting for the Grievance Subcommittee.

ARTICLE VI: RECORDS RETENTION

Records retention shall be in accordance with the retention schedules prescribed by the Secretary of State of the State of Florida.

ARTICLE VII: AMENDMENTS

The TDCB Grievance Procedures may be amended by a two-thirds (2/3) vote of a quorum of the members present and voting, provided the proposed change(s) is/are made available for review to all members at least seven (7) days in advance of the meeting.

ARTICLE VIII: CERTIFICATION

The undersigned hereby certifies that he/she is the Chairman of the TDCB and that the foregoing is a full, true and correct copy of the Grievance procedures of this TDCB as adopted by the TDCB on the 2nd day of December, 2016.



Leslie Campione, Chairman
Lake County Transportation Disadvantaged
Coordinating Board

LAKE COUNTY CONNECTION GRIEVANCE

Name: _____ Today's Date: _____

Physical Address: _____

Mailing Address (if different): _____

Home Telephone: _____ Other Telephone: _____

Date of Grievance: _____ Approximate Time: _____

Grievance Statement: _____

Report Received By: _____ Date: _____

Action/Results: _____

Signature: _____ Date: _____

APPENDIX C

Vehicle Inventory List

Board of County Commissioners
Lake County Transit Division

Vehicle Inventory
As of 05/30/17

Fixed Route Vehicles

No. Of Veh.	Lake County, FL No.	FDOT Control No.	Tag No.	Year	Make	Model	Vehicle Length	VIN	Amb Cap	W/C Cap	Stand ing Cap	Mileage 04/30/17	Total Annual Miles	ADA Accessory Lift/Ramp	Fuel Type	Expected Retirement Date	Disposition Information
1	24793	FTA-1	239156	2006	Bluebird	Ultra LF	30'	1BAGEBPA96W100477	29	2	14	319,960	6,097	Ricon	Diesel	2017	Active
2	24794	FTA-2	239157	2006	Bluebird	Ultra LF	30'	1BAGEBPA66W100484	29	2	14	323,552	12,215	Ricon	Diesel	2017	Active
3	24795	FTA-3	239158	2006	Bluebird	Ultra LF	30'	1BAGEBPAX6W100486	29	2	14	320,266	10,412	Ricon	Diesel	2017	Active
4	24797	FTA-4	239159	2006	Bluebird	Ultra LF	30'	1BAGEBPA86W100485	29	2	14	358,298	22,549	Ricon	Diesel	2017	Active
5	24798	FTA-5	TA4885	2006	Bluebird	Ultra LF	30'	1BAGEBPA16W100487	29	2	14	337,138	17,559	Ricon	Diesel	2017	Active
6	25734	FTA-6	TB7556	2008	Eldorado	EZ Rider II	29'	1N9MNAC688C084085	33	2	16	302,621	11,674	Lift U	Diesel	2018	Active
7	25956	FTA-17	TB7975	2009	Eldorado	EZ Rider II	30'	1N9MNAC679C084225	33	2	16	255,473	17,386	Lift U	Diesel	2019	Active
8	25957	FTA-18	TB7974	2009	Eldorado	EZ Rider II	30'	1N9MNAC659C084224	33	2	16	308,510	14,832	Lift U	Diesel	2019	Active
9	26118	FTA-19	TB7980	2010	Eldorado	EZ Rider II	31'	1N9MNACL6AC084100	33	2	16	329,036	15,391	Lift U	Diesel	2020	Active
10	26363	FTA-22	TC1761	2011	Eldorado	EZ Rider II	31'	1N9MNAC63BC084048	33	2	16	235,401	26,667	Lift U	Diesel	2020	Active
11	26550	FTA-23	TC5553	2012	Eldorado	EZ Rider II	31'	1N9MNAC61CC084101	33	2	16	212,331	13,107	Lift U	Diesel	2022	Active
12	27913	FTA-24	TC5585	2013	Eldorado	EZ Rider II	32'	1N9MNAC68DC084159	33	2	16	146,182	3,402	Lift U	Diesel	2023	Active
13	28618	FTA-25	TE1324	2015	Gillig	Low Floor	35'	15GGB2718F1184635	29	2	14	119,231	50,949	Ramp	Diesel	2025	Active
14	28619	FTA-26	TE1322	2015	Gillig	Low Floor	35'	15GGB271XF1184636	29	2	14	100,537	34,900	Ramp	Diesel	2025	Active
15	28620	FTA-27	TE1323	2015	Gillig	Low Floor	35'	15GGB2711F1184637	29	2	14	117,383	40,831	Ramp	Diesel	2025	Active
									463	30	224	3,785,919	297,971				

Paratransit Vehicles

No. Of Veh.	Lake County, FL No.	FDOT Control No.	Tag No.	Year	Make	Model	Vehicle Length	VIN	Amb Cap	W/C Cap	Stand ing Cap	Mileage 04/30/17	Total Annual Miles	ADA Accessory Lift/Ramp	Fuel Type	Expected Retirement Date	Disposition Information
1	26115	80506	TC3713	2010	Chevy	Champion	26'	1GBE4V1G9X9F412265	16	2	0	231,734	15,920	Braun	Unleaded	2015	Active
2	26116	80510	TC2750	2010	Chevy	Champion	26'	1GBE4V1G89F413110	16	2	0	224,605	13,630	Braun	Unleaded	2015	Active
3	26119	80512	TC3723	2010	Chevy	Champion	26'	1GBE4V1G39F413094	16	2	0	220,492	17,033	Braun	Unleaded	2015	Active
4	26130	91546	TC3727	2010	Chevy	Champion	26'	1GBE4V1G79F413082	16	2	0	240,600	8,030	Braun	Unleaded	2015	Active
5	26479	91567	TC4310	2011	Chevy	Champion	26'	1GB6G5BG7B1143820	18	4	0	193,424	9,379	Braun	Unleaded	2016	Active
6	26481	91569	TC4311	2011	Chevy	Champion	26'	1GB6G5BG1B1144204	18	4	0	168,140	7,842	Braun	Unleaded	2016	Active
7	26625	CTD-8	TC9059	2012	Ford	Champion	23'	1FDFE4FL2CDA82410	12	2	0	179,825	23,000	Braun	Unleaded	2017	Active
8	26626	91594	TC9060	2012	Ford	Champion	23'	1FDFE4FL4CDA82411	12	2	0	199,300	18,005	Braun	Unleaded	2017	Active
9	26627	91593	TC8487	2012	Ford	Champion	23'	1FDFE4FL6CDA82412	12	2	0	162,261	13,918	Braun	Unleaded	2017	Active
10	26628	91595	TC8486	2012	Ford	Champion	23'	1FDFE4FL8CDA82413	14	4	0	175,680	22,984	Braun	Unleaded	2017	Active
11	27943	94521	TC6638	2012	VPG	MV-1	17'	523MF1A69CM101165	3	1	0	139,041	16,573	VHPG	Unleaded	2018	Active
12	27944	94522	TC6637	2012	VPG	MV-1	17'	523MF1A66CM101186	3	1	0	138,573	22,713	VHPG	Unleaded	2018	Active
13	27945	94542	TC6649	2012	VPG	MV-1	16'	523MF1A64CM101574	3	1	0	107,222	19,359	VHPG	Unleaded	2018	Active
14	28127	94538	TC6647	2013	Ford	Champion	23'	1FDFE4FS0DD27241	12	2	0	116,503	15,995	Braun	Unleaded	2018	Active
15	28128	94539	TC6648	2013	Ford	Champion	23'	1FDFE4FS2DD27242	12	2	0	126,294	19,174	Braun	Unleaded	2018	Active
16	28132	94540	TC6646	2013	Ford	Champion	23'	1FDFE4FS4DD27243	12	2	0	120,724	24,545	Braun	Unleaded	2018	Active
17	28133	94541	TC6645	2013	Ford	Champion	23'	1FDFE4FS1DDB28852	12	2	0	122,155	17,594	Braun	Unleaded	2018	Active
18	28238	CTD-9	TD7374	2014	Ford	Champion	23'	1FDFE4FS8EDA99013	12	2	0	88,748	17,446	Braun	Unleaded	2019	Active
19	28622	CTD-10	TE3385	2015	Ford	Turtle Top	23'	1FDFE4FS1EDA04534	12	3	0	67,278	23,565	Braun	Unleaded	2020	Active
20	28623	CTD-11	TE3386	2015	Ford	Turtle Top	23'	1FDFE4FS2EDA04509	12	3	0	68,347	27,895	Braun	Unleaded	2020	Active
21	28628	94565	TE0570	2015	Ford	Glaval	23'	1FDFE4FS9FDA34978	12	2	0	29,582	17,984	Braun	Unleaded	2020	Active
22	28629	94566	TE0569	2015	Ford	Glaval	23'	1FDFE4FS0FDA34979	12	2	0	44,505	30,275	Braun	Unleaded	2020	Active
23	28630	94567	TE0568	2015	Ford	Glaval	23'	1FDFE4FS7FDA34980	12	2	0	49,881	27,334	Braun	Unleaded	2020	Active
24	28631	94568	TE0567	2015	Ford	Glaval	23'	1FDFE4FS9FDA34981	12	2	0	48,642	27,944	Braun	Unleaded	2020	Active
25	28632	94569	TE0571	2015	Ford	Glaval	23'	1FDFE4FS0FDA34982	12	2	0	42,211	23,862	Braun	Unleaded	2020	Active
26	28633	94570	TE0573	2015	Ford	Glaval	23'	1FDFE4FS2FDA34983	12	2	0	34,459	12,180	Braun	Unleaded	2020	Active
27	28634	94571	TE0572	2015	Ford	Glaval	23'	1FDFE4FS4FDA34984	12	2	0	53,139	29,003	Braun	Unleaded	2020	Active
28	28646	94572	TE3107	2015	Ford	Glaval	23'	1FDFE4FS8FDA34969	12	4	0	37,716	21,830	Braun	Unleaded	2020	Active
29	28647	94573	TE3108	2015	Ford	Glaval	23'	1FDFE4FS4FDA34970	12	4	0	39,385	25,640	Braun	Unleaded	2020	Active
30	28648	94574	TE3109	2015	Ford	Glaval	23'	1FDFE4FS6FDA34971	12	4	0	47,059	26,980	Braun	Unleaded	2020	Active
31	28649	94575	TE3110	2015	Ford	Glaval	23'	1FDFE4FS8FDA34972	12	4	0	35,378	23,744	Braun	Unleaded	2020	Active
32	28650	94576	TE3111	2015	Ford	Glaval	23'	1FDFE4FS0FDA34973	12	4	0	43,155	21,306	Braun	Unleaded	2020	Active
33	28651	94577	TE3112	2015	Ford	Glaval	23'	1FDFE4FS1FDA34974	12	4	0	51,670	27,474	Braun	Unleaded	2020	Active
34	28652	94578	TE3113	2015	Ford	Glaval	23'	1FDFE4FS3FDA34975	12	4	0	45,020	29,878	Braun	Unleaded	2020	Active
35	28653	94582	TE4405	2015	Ford	Glaval	23'	1FDFE4FS5FDA34976	12	4	0	57,192	32,727	Braun	Unleaded	2020	Active
36	28654	94578	TE3106	2015	Ford	Glaval	23'	1FDFE4FS7FDA34977	12	4	0	33,337	20,021	Braun	Unleaded	2020	Active
									435	95	0	3,783,277	752,782				

Stretcher Vans

1	28087	94536	TD4285	2013	Ford	Stretcher	22'	1FTNE2EL6DDB32216	2	0	0	37,953	34,126	N/A	Unleaded	2018	Active
2	28088	94537	TD4286	2013	Ford	Stretcher	22'	1FTNE2EL8DDB32217	2	0	0	35,376	22,633	N/A	Unleaded	2018	Active
									4	0	0	73,329					

Operator Support Vehicles

No. Of Veh.	Lake County, FL No.	FDOT Control No.	Tag No.	Year	Make	Model	Vehicle Length	VIN	Amb Cap	W/C Cap	Stand ing Cap	Mileage 04/30/17	Total Annual Miles	ADA Accessory Lift/Ramp	Fuel Type	Expected Retirement Date	Disposition Information
1	23217	90505	230482	2005	Chevy	Sedan	16'	2G1WF52E559357162	4	0	0	148,517	5,858	N/A	Unleaded	2010	Active
2	23219	90506	230485	2005	Chevy	Sedan	16'	2G1WF52EX59362101	4	0	0	156,516	6,169	N/A	Unleaded	2010	Active
3	23221	90508	230487	2005	Chevy	Sedan	16'	2G1WF52E859360279	4	0	0	251,238	10,209	N/A	Unleaded	2010	Active
									8	0	0	407,754					

Transit Staff Vehicles

OA	23675	N/A	235010	2006	Chrysler	Jeep	14'	1J4GL48K66W177963	5	0	0	127,020	4,390	N/A	N	2012	Active
TM	23720	N/A	23242	2006	Ford	Taurus	14'	1FAPP53U06A201035	5	0	0	99,970	244	N/A	N	2012	Active
									10	0	0	226,990					

APPENDIX D

System Safety Program Plan &
Annual Safety Certification

Lake County Public Transportation



SYSTEM SAFETY PROGRAM PLAN (SSPP)

Update #3 November 3, 2014

SSPP Document Activity Log

Date	Activity (Review/Update/Addendum/ Adoption/Distribution)	Concerned Person (Signature)	Distribution
Nov 1, 2012 to Dec 31, 2012	Number 1. Annual review by transportation staff.	David Hope	Complete
Nov 1, 2013 to Dec 31, 2013	Number 2. Annual review by transportation staff.	David Hope	Complete
Nov 1, 2014 to Dec 31, 2014	Number 3. Annual review by transportation staff.	David Hope	Working
Nov 1, 2015 to Dec 31, 2015	Number 4. Annual review by transportation staff.		
Nov 1, 2016 to Dec 31, 2016	Number 5. Annual review by transportation staff.		
Nov 1, 2017 to Dec 31, 2017	Number 6. Annual review by transportation staff.		

Table of Contents

1.0	MANAGEMENT SAFETY COMMITMENT AND POLICY STATEMENT	1-1
2.0	SYSTEM SAFETY GOALS AND SSPP	2-2
2.1	SSPP Control and Update Procedures.....	2-3
3.0	SECURITY PROGRAM PLAN (SPP)	3-1
4.0	SYSTEM DESCRIPTION	4-3
5.0	ORGANIZATION STRUCTURE AND SYSTEM SAFETY RESPONSIBILITIES	5-5
5.1	Lake County Public Transportation Organization Chart	5-5
5.2	Ride Right Organization Chart.....	5-6
5.3	Lake County Public Transportation System Safety Responsibilities by Position	5-7
5.4	System Safety Responsibilities of Contract Service Operator(s)	5-8
6.0	QUALIFICATION AND SELECTION OF DRIVERS	6-1
7.0	DRIVER SAFETY TRAINING AND TESTING	7-1
7.1	Initial Driver Training and Testing	7-1
7.2	On-Going/Refresher Training and Testing.....	7-2
7.3	Remedial Training and Testing	7-2
7.4	NIMS Training	7-3
8.0	RECORDS MANAGEMENT	8-1
9.0	DRUG AND ALCOHOL PROGRAM	9-1
10.0	VEHICLE MAINTENANCE PROGRAM	10-1
10.1	Daily Vehicle Inspections (DVI).....	10-2
10.2	Preventive Maintenance	10-2
10.3	Bus Safety Inspections	10-4
11.0	SAFETY DATA ACQUISITION & ANALYSIS	11-1
12.0	HAZARD IDENTIFICATION AND RESOLUTION	12-1
12.1	Hazard Identification	12-1
12.2	Hazard Categorization	12-1
12.3	Hazard Resolution.....	12-2
13.0	EVENT INVESTIGATION	13-1
14.0	MEDICAL EXAMS FOR BUS TRANSIT SYSTEM DRIVERS	14-1
15.0	OPERATING AND DRIVING REQUIREMENTS	15-1
15.1	Wireless Communication	15-3
16.0	VEHICLE EQUIPMENT STANDARDS & PROCUREMENT CRITERIA	16-1
17.0	INTERNAL AND EXTERNAL SAFETY AUDITS	17-1
18.0	CERTIFICATION	18-1
19.0	APPENDICES	19-1
CHAPTER 14-90	ERROR! BOOKMARK NOT DEFINED.

Lake County System Safety Program Plan (SSPP)

14-90.002 Definitions.....	Error! Bookmark not defined.
14-90.004 Bus Transit System Operational Standards.....	Error! Bookmark not defined.
14-90.0041 Medical Examinations for Bus Transit System Drivers.....	Error! Bookmark not defined.
14-90.006 Operational and Driving Requirements.....	Error! Bookmark not defined.
14-90.007 Vehicle Equipment Standards and Procurement Criteria.....	Error! Bookmark not defined.
14-90.009 Bus Safety Inspections.....	Error! Bookmark not defined.
14-90.010 Certification.....	Error! Bookmark not defined.
14-90.012 Safety and Security Inspections and Reviews.....	Error! Bookmark not defined.

Table of Contents (Continued)

Appendices -

- Appendix A: Rule Chapter 14-90, F.A.C.
- Appendix B: Substance Abuse Policy
- Appendix C: Maintenance Plan
- Appendix D: Certificates

1.0 Management Safety Commitment and Policy Statement

14-90.004 (1) Each bus transit system shall develop and adopt an SSPP that complies with or exceeds the established safety standards set forth in this rule chapter.

Lake County Public Transportation is committed to providing safe, secure, clean, reliable, and efficient transportation services to the patrons. This policy statement serves to express management's commitment to and involvement in providing and maintaining a safe and secure transit system.

Section 341.041, Florida Statutes (F.S.); Section 334.044(2), F.S.; and Section 341.061(2)(a), F.S., requires the establishment of minimum equipment and operational safety standards for all governmentally owned bus transit systems; privately owned or operated bus transit systems operating in this state which are financed wholly or partly by state funds; all bus transit systems created pursuant to Chapter 427, F.S.; and all privately owned or operated bus transit systems under contract with any of the aforementioned systems. Safety standards for bus transit systems are provided by Rule Chapter 14-90, Florida Administrative Code (F.A.C.), hereinafter referred to as Rule 14-90. Bus transit systems are required to develop, adopt, and comply with a System Safety Program Plan (SSPP), which meets or exceeds, the established safety standards set forth in Rule 14-90.

In the interest of safety and security, and in order to comply with the statutory requirements, Lake County Public Transportation has developed and adopted this System Safety Program Plan (SSPP) that complies with established safety standards set forth in Rule 14-90. The SSPP is intended to document all policies, functions, responsibilities, etc. of the agency necessary to achieve a high degree of system safety and applies to all areas of the transportation system, including procurement, administration, operations, maintenance, etc.

Lake County Public Transportation management is responsible for maintaining a coordinated SSPP in order to identify and prevent unsafe acts and conditions that present a potential danger or threat to public safety. Management has the responsibility for maintaining and implementing the SSPP and complying with the policies, procedures, and standards included in this document. All departments, personnel, and contract service operators are charged with the responsibility of adhering to this SSPP. Any violation of safety and security practices is subject to appropriate administrative action. Management is ultimately responsible for enforcing the SSPP and maintaining a safe and secure system.

Signature

Ken Harley

Printed Name

Executive Director / Signatory Authority

Lake County Public Transportation

Date: Month/Day/Year

2.0 System Safety Goals and SSPP

According to 14-90.002(19), "System Safety Program Plan" or "SSPP" means a document developed and adopted by the bus transit system detailing its policies, objectives, responsibilities, and procedures against injuries or damage. 14-90.004(1)(a) specifies the safety elements and requirements that must be addressed by the SSPP.

Lake County Public Transportation has established the following goals for the system safety program:

- Achieve a high standard of system safety in all areas of the transportation system
- Develop and implement a comprehensive, systematic, and coordinated program to identify, assess, and control all safety hazards
- Develop and maintain a high level of safety awareness among all employees through pre-employment screening and systematic training and testing programs
- Establish safety standards for contract service operators and ensure compliance
- Ensure that system safety is integrated with daily operations through operational standards and procedures, vehicle maintenance, inspections, record keeping, audits, quality assurance and quality control
- Ensure that all vehicles and equipment operated by the agency meet established safety standards
- Maintain a formal process for event investigation, emergency preparedness and response, and handling security threats
- Ensure a drug free workplace
- Comply with all regulatory requirements.

The purpose of this SSPP document is to:

- Establish and document system safety policies and procedures in compliance with Rule 14-90
- Establish a coordinated and documented process to implement the SSPP during the operations of the system in order to achieve system safety goals
- Identify and delegate safety functions and responsibilities to units and personnel within the organization and contract service operators
- Facilitate internal and external safety audits to identify, track, and resolve safety program deficiencies.

In accordance with Rule 14-90 (included in Appendix A), the SSPP addresses the following safety elements and requirements:

- Safety policies and responsibilities
- Vehicle and equipment standards and procurement criteria
- Operational standards and procedures

Lake County System Safety Program Plan (SSPP)

- Bus driver and employee selection
- Driving requirements
- Bus driver and employee training
- Vehicle maintenance
- Investigations of events
- Hazard identification and resolution
- Equipment for transporting wheelchairs
- Safety data acquisition and analysis
- Wireless communication plan and procedure
- Safety standards for private contract bus transit system(s) that provide(s) continuous or recurring transportation services for compensation as a result of a contractual agreement with Lake County Public Transportation.

2.1 SSPP Control and Update Procedures

According to 14-90.010, each bus transit system shall annually submit a safety and security certification to the Department. One of the requirements that the certification shall attest is that the SSPP has been reviewed to ensure that the document is up to date.

Lake County Public Transportation management will review the SSPP annually, update the document as necessary, and implement the changes within a timeframe that will allow the agency to timely submit the annual self-certification of compliance to the Florida Department of Transportation (FDOT). The annual review of the SSPP will be conducted as part of an internal audit beginning November 1 of each calendar year and ending prior to the end of the same calendar year. Necessary updates outside the annual update window will be handled as SSPP addendums which will be incorporated in the body of the SSPP during subsequent annual update.

All proposed changes will be documented by the management as proposed SSPP addendums and distributed to all affected parties including employees and contract service operators. All parties must comment within two weeks of the issuance of the proposed changes unless otherwise specified. Following the approval of any modifications to the SSPP by the Public Transportation Director, management staff will distribute the SSPP addendum to all affected parties, with a cover memo highlighting the changes. All parties receiving the updates are required to sign for its receipt and acknowledge their responsibility in implementing the changes. Management will document and retain the proof of SSPP receipt by all employees during initial hire and subsequent updates. A copy of the adopted SSPP will be distributed to all employees and contract service providers. A copy of the adopted SSPP will also be forwarded to the FDOT District Office. Document reviews of the SSPP by the local agency, any subsequent updates, addendums, adoption, and distribution activities will be documented in the SSPP Document Activity Log included in this document.

3.0 Security Program Plan (SPP)

14-90.004(2) Each bus transit system shall develop and adopt an SPP that meets or exceeds the security requirements set forth in this rule chapter. The SPP shall be adopted separately from the SSPP.

In accordance with Rule 14-90, Lake County Public Transportation has adopted, and implemented a Security Program Plan (SPP), which covers the hazard and security portion of the system safety program. The SPP contains information about prevention, mitigation, preparedness, response, recovery, and associated organizational responsibilities. The SPP is applicable to all modes of service. The purpose of the SPP is to specify:

- Actions required of employees on a daily, weekly, monthly, and annual basis to prevent or reduce the likelihood of security and emergency events from occurring, and to mitigate the effects of those events that do occur
- Measures needed to prepare for incidents occurring within the transportation system and in the surrounding community
- Agency procedures that should be established to respond to security hazards and emergencies that affect the system and its customers
- Formal processes to recover from routine security events or major emergencies
- Roles, responsibilities, and interagency coordination required to respond to a disaster or security event.

The SPP addresses the following hazard and security elements and requirements:

- Security policies, goals, and objectives
- Organization, roles, and responsibilities
- Emergency management processes and procedures for mitigation, preparedness, response, and recovery
- Procedures for investigation of events described under subsection 14-90.004(5), F.A.C.
- Procedures for the establishment of interfaces with emergency response organizations
- Procedures for interagency coordination with local law enforcement jurisdictions
- Employee security and threat awareness training programs
- Security data acquisition and analysis
- Emergency preparedness drills and exercises
- Requirements for private contract transit providers that engage in continuous or recurring transportation services for compensation as a result of a contractual agreement with the bus transit system.
- Procedures for SPP maintenance and distribution.

Lake County System Safety Program Plan (SSPP)

The SPP has been adopted separately from the SSPP. Bus transit systems are prohibited by Section 119.071(3)(2), Florida Statutes, from publicly disclosing the SPP, as applicable under any circumstance. The document is maintained in a secure location by the management and access to the document is restricted to select agency personnel and appropriate FDOT personnel exercising oversight in this area. On-site access to the SPP is granted to regulatory authorities (FDOT, FTA, etc.) on as-needed basis. Select portions of the SPP may be shared with employees depending on their job responsibilities.

4.0 System Description

Services provided and history:

Lake County is located in East Central Florida and is bordered by seven counties, including Volusia, Seminole, Orange, Osceola, Polk, Sumter, and Marion Counties. According to the Census, the County is composed of 1,157 square miles, with 953 square miles of land area and 204 square miles of water area.

Lake County Public Transportation provides both fixed route and paratransit public transportation. The paratransit service area is all of Lake County. Also the CTC does provide services outside of Lake County for medical purposes to Orange, Alachua and Sumter Counties. Other areas are approved when services are not available in the county.

On June 7, 1983, Lake Sumter Mental Health Center and Hospital was designated as the TD Provider for Lake County by the TD Advisory Committee of the Lake County Board of County Commissioners and the East Central Florida Regional Planning Council. In November 1990, Lake Sumter Mental Health Center and Hospital was recommended by the Lake County Board of County Commissioners, which is the County's Designated Official Planning Agency, and approved by the State of Florida CTD to be the CTC for Lake County. In September 1992, Lake Sumter Mental Health Center and Hospital changed its name to LifeStream Behavioral Center.

Beginning in 2001, the Lake County Board of County Commissioners became the County's CTC, and subsequently contracted with LifeStream for the management and provision of TD service in Lake County (which LifeStream provided as "Lake County Transit").

On May 3, 2005 the Lake County Board of County Commissioners entered into an agreement with a contracted operator for paratransit.

LakeXpress, the fixed-route system initiated in 2007, is also provided under contract and continues to successfully operate service on four routes and ridership continues to grow on all of these routes. Ridership for 2012/2013 was:

Rt 1	167,184
Rt 1	66,935
Rt 3	45,261
Rt 4	33,211
Total	312,591

Lake County System Safety Program Plan (SSPP)

Paratransit System Profile for FY 2012/2013:

Number of operational buses: (Veh list) 77

Dispatch Location(s): Ride Right Leesburg Office

Maintenance Locations: Groveland

Community Transportation Coordinator (CTC): Yes No

CTC Operator: Yes No

CTC Name: Lake County Board of County Commissioners

Contracted passenger service operations: (Describe) Lake County operates fixed route and paratransit operations as a complete brokerage. However, the county provides all maintenance, vehicles and fuel.

Contract operator(s) has own adopted SSPP and SPP approved by transit system or CTC:

Yes No Describe Both entities have SSPP's and SPP's The Contractor documents must comply with the County documents.

Contract operator(s) adopts and implements the transit system's or CTC's SSPP:

Yes No Describe See above

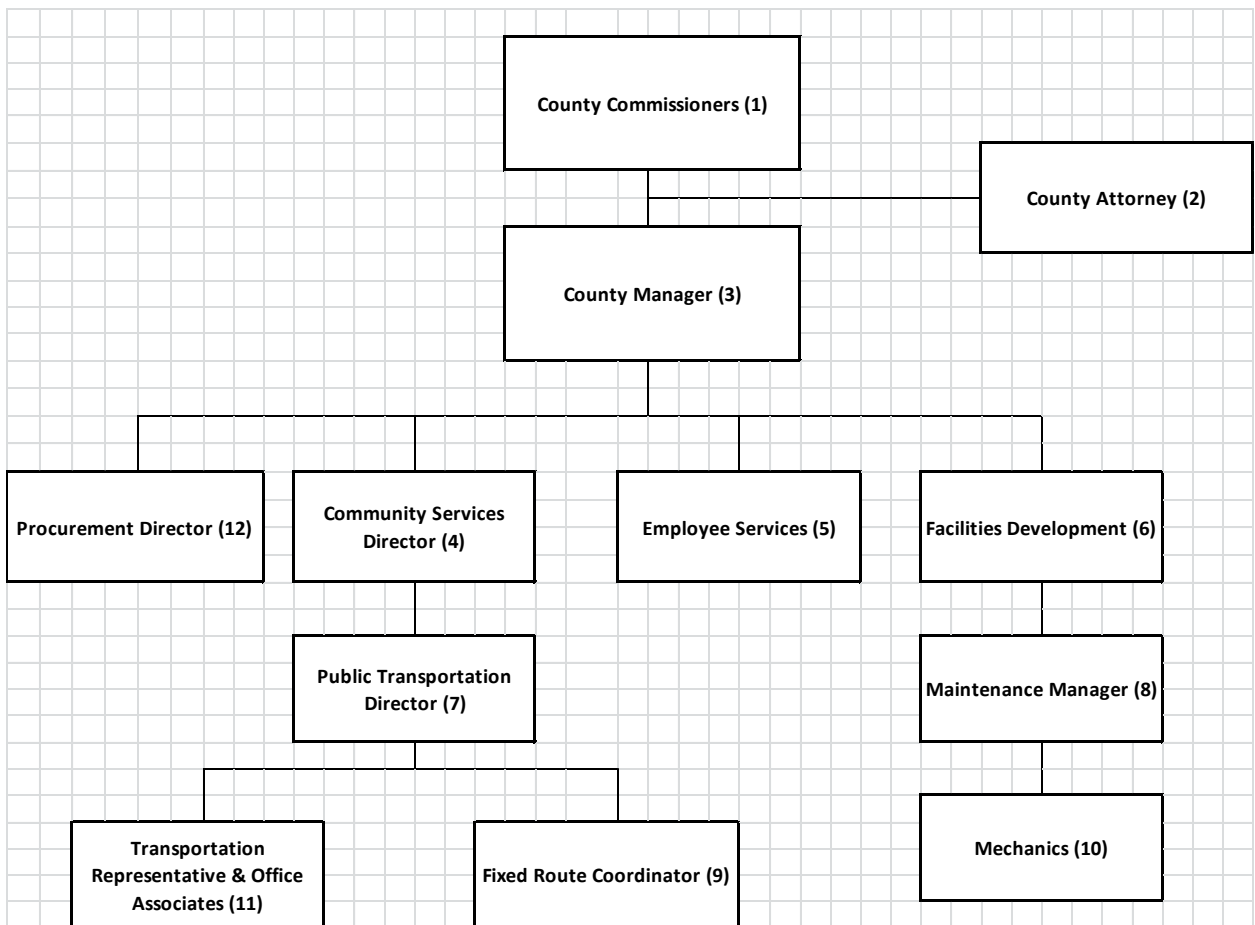
Additional Information:

5.0 Organization Structure and System Safety Responsibilities

According to 14-90.004, the SSPP must address safety system responsibilities as one of the safety elements.

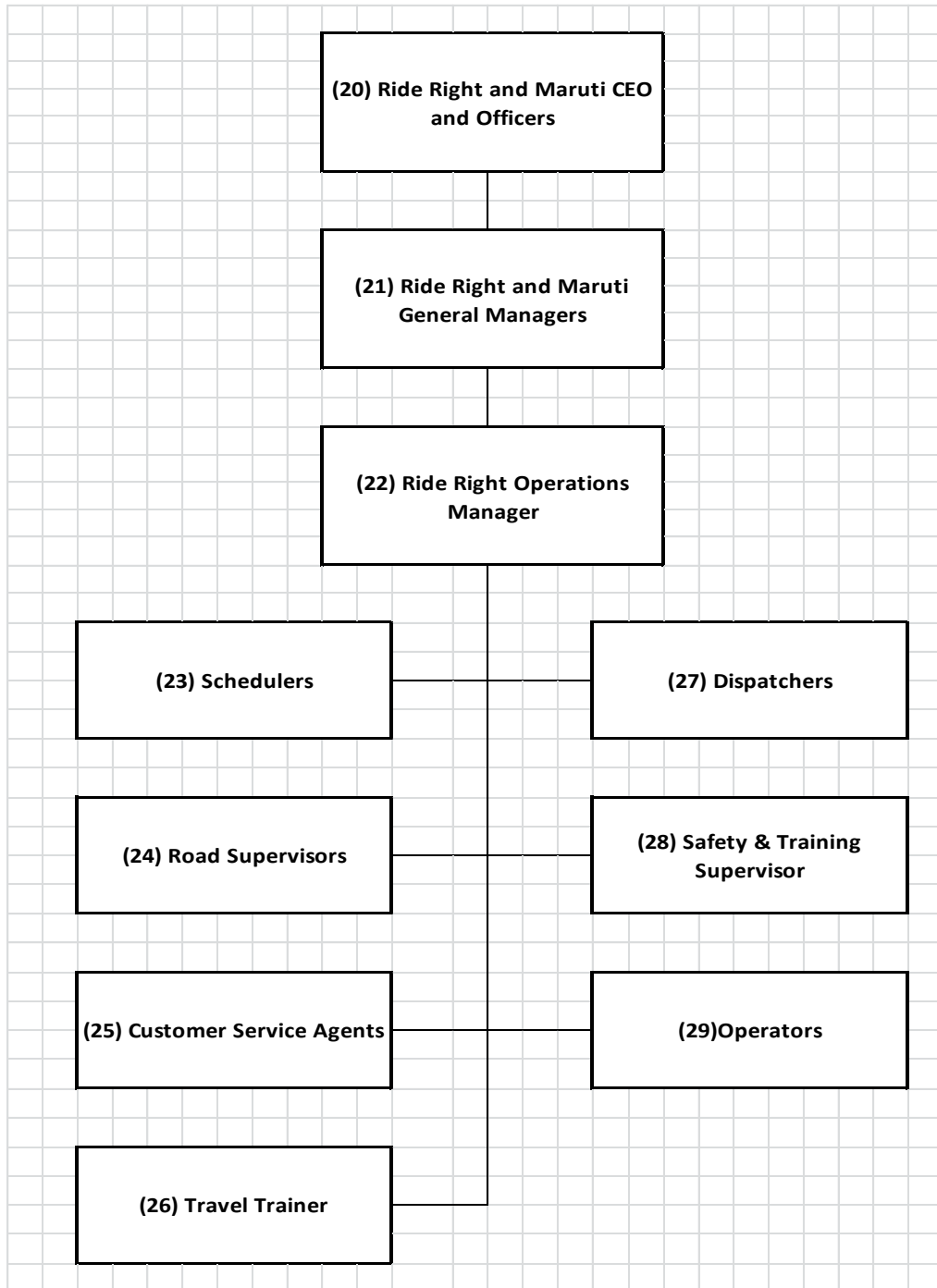
Management has the overall responsibility of safe and secure operations of Lake County Public Transportation and contract service operators. Each employee is required to carry out specific system safety responsibilities, depending on his/her position, in compliance with the SSPP. The organization information provided below describes each position and the reporting structure; the table in the following page shows system safety responsibilities of each position.

5.1 Lake County Public Transportation Organization Chart



Note: The chart above only shows Lake County departments/staff involved with transportation. (Numbers) indicate position number in matrix

5.2 Ride Right Organization Chart



Note: The chart above shows the Contractor departments/staff involved with transportation.

5.3 Lake County Public Transportation System Safety Responsibilities by Position

Insert Excel Chart Here

Lake County System Safety Program Plan (SSPP)

5.4 System Safety Responsibilities of Contract Service Operator(s)

14-90.004 requires establishing safety and security requirements for private contract service providers that provide continuous or recurring transportation services for compensation as a result of a contractual agreement with the bus transit system. The Rule also requires monitoring and assurance that each private contract transit provider complies with established safety and security requirements during the term of the contract. In the event that transit service is contracted or subcontracted through private service operators, the local transit agency must respond to these requirements. Agencies not currently contracting with private providers may wish however to consider incorporating this section in their SSPP for future provisions.

Lake County Public Transportation requires all contract service operators to fully comply with the established safety standards set forth in Rule 14-90. Contract operators have the option to either adopt and implement the SSPP and SPP of Lake County Public Transportation, or develop, adopt, and implement their own program plans, but must ensure compliance with Rule 14-90. If the contract service operator opts to develop their own SSPP and SPP, the program plans must be reviewed and approved by Lake County Public Transportation management prior to initiation of service. In addition, each contractor/subcontractor shall submit a safety and security certification to Lake County Public Transportation no later than January 15, annually for the prior calendar year period.

The certification shall attest to the following:

- The adoption of an SSPP and an SPP in accordance with established standards set forth in Rule 14-90.
- Compliance with its adopted SSPP and SPP.
- Performance of safety inspections on all buses operated by the system in accordance with Rule 14-90.
- Reviews of the SSPP and SPP have been conducted to ensure they are up to date.

The certification shall include:

- The name and address of the contractor/subcontractor, and the name and address of the entity(ies) who performed bus safety inspections and security assessments during the prior calendar year, if different from that of the contractor/subcontractor.
- A statement signed by an officer or person directly responsible for management of the contractor/subcontractor attesting to compliance with Rule 14-90.

Contractors/subcontractors are subject to audits and inspections on an announced or unannounced basis at the discretion of Lake County Public Transportation management. Lake County Public Transportation, or its contractor, will conduct safety and security reviews of contract operators, at least once every three years, to ascertain compliance with the provisions of Rule 14-90. Lake County Public Transportation will prepare and submit a report of the audit to the affected contract operator within 30 business days of completion of the review containing the following:

- Identification of the findings, including a detailed description of any deficiency.

Lake County System Safety Program Plan (SSPP)

- Required corrective action and a schedule for implementation of the corrective action to be taken for each deficiency.
- Any required suspension of bus transit system service should Lake County Public Transportation determine the continued operation of the service, or a portion thereof, poses an immediate danger to public safety.

If the contract operator fails to correct specific deficiency(ies) in accordance with Rule 14-90 and the established implementation schedule, Lake County Public Transportation will notify the FDOT District Office and initiate actions to dismiss the contract.

Any additional text for Chapter 5.0 must be inserted above this point for formatting/page numbering purposes.

6.0 Qualification and Selection of Drivers

14-90.004(3) requires bus transit systems establish criteria and procedures for the selection, qualification, and training of all drivers. The criteria shall include the following:

(a) Driver qualifications and background checks meeting minimum hiring standards.

(b) Driving and criminal background checks for all new drivers.

(c) Verification and documentation of valid driver licenses for all employees who drive buses.

(d) Training and testing to demonstrate and ensure adequate skills and capabilities to safely operate each type of bus or bus combination before driving on a street or highway unsupervised.

(e) Bus transit systems shall provide written operational and safety procedures to all bus drivers before driving on streets or highways unsupervised.

(f) The provisions in paragraphs (d) and (e), above, shall not apply to personnel licensed and authorized by the bus transit system to drive, move, or road test a bus in order to perform repairs or maintenance services when it has been determined that such temporary operation does not create unsafe operating conditions or create a hazard to public safety.

(g) Bus transit systems shall maintain the following records for at least four years:

1. Records of bus driver background checks and qualifications.

2. Detailed descriptions of training administered and completed by each bus driver.

3. A record of each bus driver's duty status which shall include total days worked, on-duty hours, driving hours, and time of reporting on and off duty each day.

(h) Each bus transit system shall establish a drug-free workplace policy statement in accordance with 49 C.F.R. Part 32 and a substance abuse management and testing program in accordance with 49 C.F.R. Parts 40 and 655, October 1, 2009, hereby incorporated by reference.

(i) Bus transit systems shall require that drivers write and submit a daily bus inspection report pursuant to Rule 14-90.006, F.A.C.

Lake County Public Transportation contractor management is responsible for ensuring that the following minimum standards are met when hiring new drivers.

- Must possess a valid Florida driving license of appropriate class.
- Criminal background check (with local law enforcement and the Florida Department of Law Enforcement) and driving records check including, but not limited to, the following items:
 - Driving records
 - Instant Social Security Number validations
 - Instant identification of applicant's county of residence for the past seven years
 - County felony criminal history checks for up to three counties per applicant and other criminal records checks
 - Education verification
 - Employment reference checks
 - Personal reference check
 - Workers' Compensation claims
- Complete employment application.
- Successful completion of pre-employment physical including an eye examination and drug screening test.

Lake County System Safety Program Plan (SSPP)

- Signed acknowledgement of receipt and agreement to comply with drug-free workplace policy.
- Signed acknowledgment of receipt and agreement to comply with SSPP.
- Successful completion of required orientation, training and testing to demonstrate and ensure adequate skills and capabilities to safely operate each type of bus or bus combination before driving on a street or highway unsupervised.
- Signed acknowledgment of receipt and compliance with the following written operational and safety procedures before driving on a street or highway unsupervised.
 - Communication and handling of unsafe conditions, security threats, and emergencies.
 - Familiarization and operation of safety and emergency equipment, wheelchair lift equipment, and restraining devices.
 - Application and compliance with all applicable federal and state laws, rules and regulations.
- Drivers are required to write and submit a daily bus inspection report pursuant to Rule 14-90.006, F.A.C.
- Personnel licensed and authorized by the bus transit system to drive, move, or road test a bus in order to perform repairs or maintenance services when it has been determined that such temporary operation does not create unsafe operating conditions or create a hazard to public safety are not bound to the following two provisions:
 - Training and testing to demonstrate and ensure adequate skills and capabilities to safely operate each type of bus or bus combination before driving on a street or highway unsupervised.
 - Bus transit systems shall provide written operational and safety procedures to all bus drivers before driving on streets or highways unsupervised.

Noncompliance with any regulatory or agency specific requirement may result in an employee administrative action up to and including suspension or termination of employment. It is the policy of Lake County Public Transportation to screen applicants to eliminate those that pose a safety or security threat to the agency or who would not be capable of carrying out agency safety and security policies.

Any additional text for Chapter 6.0 must be inserted above this point for formatting/page numbering purposes.

7.0 Driver Safety Training and Testing

14-90.004(3) establishes driver training and testing requirements to demonstrate and ensure adequate skills and capabilities to safely operate each type of bus or bus combination before driving on a street or highway unsupervised.

All employees and drivers of Lake County Public Transportation and all contract service providers are required to complete all training and testing requirements to demonstrate and ensure adequate skills and capabilities to safely operate each type of bus or bus combination before driving on a street or highway unsupervised. The Safety Training Manager is responsible for conducting and documenting all training and testing activities utilizing a certification process. Noncompliance with any regulatory or agency specific guideline or requirement may result in suspension or termination of employment. This section of the SSPP discusses the training and testing programs to be administered by the Safety Training Manager.

7.1 Initial Driver Training and Testing

Upon hire and prior to being placed into road service, all drivers are required to complete training and testing in the following areas:

1. Bus transit system safety and operational policies and procedures.
2. Operational bus and equipment inspections.
3. Bus equipment familiarization.
4. Basic operations and maneuvering.
5. Boarding and alighting passengers.
6. Operation of wheelchair lift and other special equipment.
7. Defensive driving.
8. Passenger assistance and securement.
9. Handling of emergencies and security threats.
10. Security and threat awareness.
11. Driving conditions.

As part of the driver training program, specific procedures have been incorporated to instruct the driver on how to safely approach and depart from a transit bus stop to avoid contact with pedestrians and other hazards.

In addition, new drivers are required to successfully undergo a road test with an experienced driver. A new-hire check-off list must be completed to ensure the employee has received all required 14-90 training and information before being authorized for over-the-road service.

After successful completion of each training and testing module, the agency is required to document and record the satisfactory completion of the employee's training and submit to the Safety Training Manager. Certificates of completion will be maintained in the driver files for a minimum of 4 years.

Lake County System Safety Program Plan (SSPP)

All newly hired employees are also provided instructional training by the Safety Training Manager. Drivers are given instruction in Lake County Public Transportation rules and standard operating procedures in the following areas :

- General rules: General rules of the agency including employee conduct codes
- Personal appearance and conduct: Covers uniforms, grooming, and employee conduct.
- Customer service: Covers expectations of employees when dealing with the public; includes instruction on how and to whom to report security incidents, and types of individuals or situations to be aware of and report.
- Traffic laws: Covers applicable traffic-related laws and regulations, drug and alcohol testing, and drug and alcohol use restrictions.
- Fare handling: Covers fare collection procedures and provides instruction in dealing with fare disputes, conflict resolution, and notification of security personnel.
- Americans with Disabilities Act requirements: Provides instruction in complying with ADA requirements and providing service to disabled patrons.
- Radio (Nextel) procedures: Provides instruction on radio procedure for both routine and emergency radio traffic. Includes instruction on reporting crimes, suspicious acts, and potentially hazardous situations.
- Report writing: Provides instruction on report writing, and reporting requirements.
- Substance abuse policy: Implements a drug and alcohol testing program.
- Occupational Safety and Health Administration (OSHA) standards: Covers blood borne pathogens and other occupational exposure to health hazards.

The Safety Training Manager will develop and maintain a Training Manual for new hire training and testing of employees as part of the Safety Training Program. The manual will contain training course content, curriculum, lesson plans, testing requirements, etc. All training and testing activities will also be adequately documented by the Safety Training Manager.

7.2 On-Going/Refresher Training and Testing

The Safety Training Manager will develop and maintain a Training Manual for on-going and refresher training and testing of employees. The manual will contain training course content, curriculum, lesson plans, testing requirements, etc. On-going/refresher training and testing sessions will be conducted as necessary to remain compliant with Rule 14-90. The drivers are required to attend training and testing in all areas specified by Rule 14-90 at least once every three years. All training and testing activities are to be recorded and retained in files for a minimum of five years.

7.3 Remedial Training and Testing

Lake County Public Transportation will employ remedial training for drivers who have been involved in a serious collision or have developed unsafe driving behaviour or other driving problems. Other causes for remedial training may include persistent customer complaints, supervisor recommendations, or a result of ongoing evaluations. Depending on the

Lake County System Safety Program Plan (SSPP)

circumstances, the Safety Training Manager will determine the appropriate remedial training and testing, the results of which will also be documented and retained in files.

7.4 NIMS Training

The National Incident Management System (NIMS) provides a consistent nationwide template to enable all government, private-sector, and nongovernmental organizations to work together during domestic incidents (<http://www.fema.gov/emergency/nims/>). The NIMS system requires that transit agencies comply with a number of specific activities to ensure personnel who will be conducting activities in response to emergencies use the standard Incident Command System (ICS).

Lake County Public Transportation SPP requires that management staff take available NIMS training to understand this requirement and to coordinate regularly with outside organizations to prepare for coordinated responses to incidents. In addition, all employees will be provided security training and drills every six months to ensure they are familiar with emergency policies. All training and testing activities will also be recorded and retained in files.

Any additional text for Chapter 7.0 must be inserted above this point for formatting/page numbering purposes.

8.0 Records Management

14-90 requires that system safety documents be maintained and retained by the agency for at least four years. Records of daily bus inspections and any corrective action documentation must be retained by the agency for a minimum of two weeks.

The Safety/Risk Manager is responsible for implementing a record management program that includes maintenance, retention, distribution, and safe disposal of all safety and security records of the agency in compliance with state and federal regulations.

All safety and security documents of the agency (SSPP, SPP, etc.) will be periodically revised, as needed, to ensure that they are up to date. Revisions and updates will be communicated with employees, contractors, and regulatory agencies as they occur or as deemed necessary by the management, depending on the nature of the revision or update. The SPP is considered a confidential document and will be retained in a secure location by management.

Lake County Public Transportation or the contracted operator will maintain and retain the following records for at least five years:

- Records of bus driver background checks and qualifications
- Detailed descriptions of training administered and completed by each bus driver
- A record of each bus driver's duty status which will include total days worked, on-duty hours, driving hours, and time of reporting on and off duty each day
- Event investigation reports, corrective action plans, and related supporting documentation
- Records of preventive maintenance, regular maintenance, inspections, lubrication, and repairs performed for each bus
- Records of annual safety inspections and documentation of any required corrective actions
- Completed and signed medical examination reports for each bus driver

In addition, Lake County Public Transportation Maintenance will retain records of daily bus inspections and any corrective action documentation for a minimum of two weeks.

An organized paper and electronic filing system will be maintained by the agency, adequately backed up to prevent potential loss of information. All sensitive personnel records will be protected from public access. When ready for disposal, both paper and electronic data will be disposed of in a secure manner ensuring that critical information is protected.

Any additional text for Chapter 8.0 must be inserted above this point for formatting/page numbering purposes.

9.0 Drug and Alcohol Program

According to 14-90.004, each bus transit system shall establish a drug-free workplace policy statement in accordance with 49 C.F.R. Part 32 and a substance abuse management and testing program in accordance with 49 C.F.R. Parts 40 and 655, October 1, 2009.

Lake County Public Transportation has established a Zero Tolerance Substance Abuse Policy Statement in accordance with 49 C.F.R. Part 32 and a substance abuse management and testing program in accordance with 49 C.F.R. Parts 40 and 655, October 1, 2009, a copy of which is included in Appendix B. The Drug and Alcohol Program Manager is responsible for ensuring the implementation of a drug and alcohol testing program for all safety-sensitive employees as identified and described within the subject policy.

The intent of the policy is to:

- Assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner;
- Create a workplace environment free from the adverse effects of drug and alcohol abuse or misuse;
- Prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances; and
- Encourage employees to seek professional assistance when substance abuse adversely affects their ability to perform their assigned duties.

Violation of this substance abuse policy is subject to disciplinary actions.

Lake County System Safety Program Plan (SSPP)

- Two versions of the Model Substance Abuse Policy are available - agencies can either choose the “Zero Tolerance” or the “Second Chance” version. This template includes the “Zero Tolerance” version in Appendix B, the “Second Chance” version is also included in the Appendix folder of the DVD.
- Instructions for adopting one of the Policy versions is as follows -
 - Replace all [Agency] indicators with your specific agency name and remove yellow highlighting
 - Complete the sections where specific agency information and contacts are required; i.e.: Applicable Positions, MRO contact, SAP contact and DER contact (all areas highlighted in yellow)
 - The policy must be approved and signed by board of directors or other certifying official
 - The policy must be disseminated to all covered employees
 - The last page of the policy includes a documentation form to be signed by all current and future safety sensitive employees and must be kept on file (this is a compliance item).
 - Agencies choosing to add policy items under their own authority may do so. However, policy items that are implemented under Agency authority must remain italicized to differentiate them from DOT authorized policy items.
 - Any policy items that are added under agency authority must be approved by FDOT to ensure that compliance to DOT and FTA regulations is not obstructed.
 - One of the FDOT model policies must be adopted by all Section 5311 funding sub-recipient agencies and contractors.

Any additional text for Chapter 9.0 must be inserted above this point for formatting/page numbering purposes.

10.0 Vehicle Maintenance Program

14-90.004 (4) Bus transit systems shall establish a maintenance plan and procedures for preventative and routine maintenance for all buses operated. The maintenance plan and procedures shall assure that:

(a) All buses operated, and all parts and accessories on such buses, including those specified in Rule 14-90.007, F.A.C., and any additional parts and accessories which may affect safety of operation, including frame and frame assemblies, suspension systems, axles and attaching parts, wheels and rims, and steering systems, are regularly and systematically inspected, maintained, and lubricated to standards that meet or exceed the bus manufacturer's recommendations and requirements.

(b) A recording and tracking system is established for the types of inspections, maintenance, and lubrication intervals documenting the date or mileage when these services are due. Required maintenance inspections shall be more comprehensive than daily inspections performed by the driver.

(c) Proper preventive maintenance is performed when a bus is assigned away from the system's regular maintenance facility or when maintenance services are performed under contract.

(d) Records are maintained and provide written documentation of preventive maintenance, regular maintenance, inspections, lubrication, and repairs performed for each bus under their control. Such records shall be maintained by the bus transit system for at least four years and, at a minimum, provide the following information:

- 1. Identification of the bus, the make, model, and license number, or other means of positive identification and ownership.*
- 2. Date, mileage, description, and each type of inspection, maintenance, lubrication, or repair performed.*
- 3. If not owned by the bus transit system, the name of any person furnishing a bus.*
- 4. The name and address of any entity or contractor performing an inspection, maintenance, lubrication, or repair.*

The function of the maintenance plan is to provide a consistent systematic program to properly maintain and service vehicles to meet or exceed the manufacturer's recommended maintenance schedule. The Lake County Public Transportation vehicle maintenance program will ensure that all buses operated, and all parts and accessories on such buses, including those specified in Rule 14-90.007, F.A.C., and any additional parts and accessories which may affect safety of operation, including frame and frame assemblies, suspension systems, axles and attaching parts, wheels and rims, and steering systems, are regularly and systematically inspected, maintained, and lubricated to standards that meet or exceed the bus manufacturer's recommendations and requirements. The Maintenance Manager is responsible for ensuring that a Maintenance Plan consistent with 14-90 has been developed and implemented by the agency and that all vehicles operated are regularly and systematically inspected, maintained, and lubricated according to the agency's Maintenance Plan and Preventative Maintenance Guidelines (included in Appendix C and Appendix D, respectively).

Lake County System Safety Program Plan (SSPP)

10.1 Daily Vehicle Inspections (DVI)

Drivers are required to perform daily vehicle inspections prior to operating the assigned vehicle, during routes, and after all route schedules are completed. The pre-trip inspection includes an inspection of the following parts and devices to ascertain that they are in safe condition and in good working order:

- Service brakes
- Parking brakes
- Tires and wheels
- Steering
- Horn
- Lighting devices
- Windshield wipers
- Rear vision mirrors
- Passenger doors
- Exhaust system
- Equipment for transporting wheelchairs
- Safety, security, and emergency equipment

During the scheduled trips and at the end of the day, the operator will note any additional findings and submit the daily vehicle inspection forms. The process and form/s to be utilized for daily vehicle inspections is included in agency's preventative maintenance guidelines. The daily vehicle inspection forms must be complete with the operator's signature and a check in each box to document that the items are "OK" or a defect is noted in the comments section. If the driver finds any mechanical or other problems that could compromise the safety of the vehicle at any point, the drivers will immediately inform the Maintenance Manager and the vehicle will not be scheduled for service until repaired. Failure to report deficiencies by drivers may result in an administrative action taken against the employee.

The Maintenance Manager will review the daily inspections and document the corrective actions taken as a result of any deficiencies identified by the operator. Daily inspection records will be retained for a minimum of two weeks. The Maintenance Manager will periodically conduct vehicle inspections behind the drivers who have completed the vehicle inspections to ensure that the daily vehicle inspections are adequately performed. Once defects are noted they will be prioritized and sorted into categories for repairs. Once a defect is noted on the inspection form and repaired, the documentation will be attached to the work/repair order and filed in the maintenance files.

10.2 Preventive Maintenance

A preventative maintenance schedule is implemented to inspect for safety hazards and to maintain vehicles in a manner conforming to safety regulations. Lake County Public Transportation will perform scheduled preventive maintenance on all vehicles at every 6,000-mile interval following the sequence "A"- "B"- "A"- "C", according to the agency's maintenance plan. As preventative maintenance inspections are scheduled by projected mileage, the agency will allow ± 500 mile deviations in mileage interval, so long as the actual mileage interval meets the manufacturer's recommended maintenance schedule. Inspection "A" will be performed every 6,000 miles, inspection "B" will be performed every 12,000 miles, and inspection "C" will be performed every 24,000 miles on each vehicle. Safety inspections are part of the

Lake County System Safety Program Plan (SSPP)

maintenance inspections and will be performed at least once every year with inspection type “C” on each vehicle. When a vehicle is due for an inspection, it will be taken out of service until the inspection is completed. This allows a series of repairs to be carried out while minimizing costs and optimizing the number of operational vehicles. If a vehicle is “down” for an extended period of time due to unavoidable circumstances, preventative maintenance will be temporarily suspended until the vehicle can be returned to service. However, the annual inspection will be conducted on all vehicles regardless of “up/down” status and/or mileage accrued.

The Maintenance Manager will regularly perform Quality Control (QC)/Quality Assurance (QA) checks to ensure that the inspections and repairs, both in-house and contracted, are completed and documented properly. Each vehicle will have a written record documenting preventive maintenance, regular maintenance, inspections, lubrication and repairs performed. Such records will be maintained for at least four years and include, at a minimum, the following information:

- Identification of the bus, the make, model, and license number or other means of positive identification and ownership
- Date, mileage, description, and each type of inspection, maintenance, lubrication, or repair performed
- If not owned by Lake County Public Transportation, the name of any person furnishing a bus
- The name and address of any entity or contractor performing an inspection, maintenance, lubrication, or repair

For tracking purposes, a maintenance log will be kept containing vehicle ID, make and type of vehicle, year, model, special equipment, inspections, maintenance and lubrication intervals, and date or mileage when services are due.

Lake County System Safety Program Plan (SSPP)

10.3 Bus Safety Inspections

Safety inspections are part of the maintenance inspections and are performed at least once every year on all buses operated by Lake County Public Transportation and contracted service providers. The Maintenance Manager is responsible for ensuring that each individual performing a bus safety inspection is qualified as follows:

- Understands the requirements set forth in Rule 14-90 and can identify defective components.
- Is knowledgeable of and has mastered the methods, procedures, tools, and equipment used when performing an inspection.
- Has at least one year of training and/or experience as a mechanic or inspector in a vehicle maintenance program and has sufficient general knowledge of buses owned and operated by the bus transit system to recognize deficiencies or mechanical defects.

Although not required by Rule 14-90, agencies are encouraged to require Automotive Service Excellence (ASE) certifications of mechanics performing bus safety inspections.

Each bus receiving a safety inspection shall be checked for compliance with the requirements for safety devices and equipment as referenced or specified by Rule 14-90. Specific operable equipment and devices as required by Rule 14-90 include the following as applicable to Type I and II buses:

- Horn
- Windshield wipers
- Mirrors
- Wiring and batteries
- Service and parking brakes
- Warning devices
- Directional signals
- Hazard warning signals
- Lighting systems and signaling devices
- Handrails and stanchions
- Standee line and warning
- Doors and brake interlock devices
- Step-wells and flooring
- Emergency exits
- Tires and wheels
- Suspension system
- Steering system
- Exhaust system
- Seat belts
- Safety equipment
- Equipment for transporting wheelchairs
- Working speedometer

Lake County System Safety Program Plan (SSPP)

A safety inspection report will be prepared by the individual(s) performing the inspection and will include the following:

- Identification of the individual(s) performing the inspection
- Identification of the bus transit system operating the bus
- The date of the inspection
- Identification of the bus inspected
- Identification of the equipment and devices inspected including the identification of equipment and devices found deficient or defective
- Identification of corrective action(s) for any deficient or defective items found and date(s) of completion of corrective action(s)

Records of annual safety inspections and documentation of any required corrective actions will be retained for a minimum of four years for compliance review.

Any additional text for Chapter 10.0 must be inserted above this point for formatting/page numbering purposes.

11.0 Safety Data Acquisition & Analysis

According to 14-90.004, the SSPP must address safety data acquisition and analysis as one of the safety elements.

This is an area of 14-90 which is less prescriptive, but the agency must establish how it is addressing this requirement. Addressing the requirement is *not* optional, so the agency must elaborate on how it is meeting this requirement. The green colored text below is provided *as an example* of how the agency could address the subject.

Understanding safety data is an important step towards allocating important and scarce resources to implement safety program elements. Safety data relative to transit provider operations can be used to determine safety trends in system operation. The following data will be collected and retained by Lake County Public Transportation on an ongoing basis:

- Accident and incident data
- Maintenance data including daily vehicle inspection forms
- Passenger claims and complaints
- Records of crimes and rule violations occurring in and around the transit agency

The data will be analyzed by Lake County Public Transportation management both qualitatively and quantitatively for safety hazard identification, resolution and risk management purposes. The analysis will be conducted in Microsoft Excel software and will account for frequency, severity, causal factors, and acceptability of occurrences. The analysis results will be useful for identifying necessary actions to minimize safety risks. Analysis of safety data will also help improve system performance, not only in respect to safety, but also in overall delivery of service to the public. In addition, trend analyses of safety data can help determine the effectiveness of safety initiatives that have been implemented. The results of such analysis will be shared with agency staff and law enforcement agencies on, at minimum, an annual basis for awareness and support.

Any additional text for Chapter 11.0 must be inserted above this point for formatting/page numbering purposes.

12.0 Hazard Identification and Resolution

According to 14-90.004, the SSPP must address hazard identification and resolution as one of the safety elements.

This is an area of 14-90 which is less prescriptive, but the agency must establish how it is addressing this requirement. Addressing the requirement is *not* optional, so the agency must elaborate on how it is meeting this requirement. The green colored text below is provided *as an example* of how the agency could address the subject.

Hazard management is a mechanism by which hazards are identified, analyzed for potential impact on the operating system, and resolved in a manner acceptable to the management and regulatory agencies. Lake County Public Transportation's hazard management consists of three primary components – hazard identification, hazard categorization, and hazard resolution.

12.1 Hazard Identification

By means of safety data acquisition and analysis and coordination with Contracted Operator Operations Manager and County Maintenance Manager, the Contracted Operator Safety/Risk Manager will identify system hazards on an ongoing basis.

12.2 Hazard Categorization

Once the key system hazards have been identified, the Safety/Risk Manager will categorize the hazards based on severity and probability of occurrence.

Hazard severity is a subjective measure of hazard, supported by factual data, and will be categorized as follows –

- Catastrophic – Death or system loss
- Critical – Severe injury, severe occupational illness, or major system damage
- Marginal – Minor injury, minor occupational illness, or minor system damage
- Negligible – less than minor injury, occupational illness, or system damage

Hazard probability is a subjective measure of likelihood that a specific hazard will occur and will be categorized as follows –

- Frequent – Likely to occur frequently
- Probable – Likely to occur several times
- Occasional – Likely to occur sometime
- Remote – Unlikely but possible to occur
- Improbable – So unlikely that it can be rejected from consideration

Lake County System Safety Program Plan (SSPP)

12.3 Hazard Resolution

Once the hazards are identified and categorized, subsequent analysis will be undertaken to resolve the issue and minimize risk associated with the identified hazard. A hazard resolution matrix will be developed combining hazard severity and hazard frequency, as shown in the matrix on the following page, to identify the level of acceptance for a specific hazard/risk.

Hazard Resolution Matrix	Catastrophic	Critical	Marginal	Negligible
Frequent	Unacceptable	Unacceptable	Unacceptable	Acceptable with reservation
Probable	Unacceptable	Unacceptable	Undesirable	Acceptable with reservation
Occasional	Unacceptable	Undesirable	Undesirable	Acceptable
Remote	Undesirable	Undesirable	Acceptable with reservation	Acceptable
Improbable	Acceptable with reservation	Acceptable with reservation	Acceptable with reservation	Acceptable

The results of the analysis will be shared by the Safety/Risk Manager with the Transportation Director on an ongoing basis to identify appropriate actions. All “unacceptable” hazards must be eliminated and measures will be taken for the remaining risk acceptance categories to minimize risk. The results of such analysis will be shared with agency staff and law enforcement agencies on a quarterly basis for awareness and support.

Any additional text for Chapter 12.0 must be inserted above this point for formatting/page numbering purposes.

13.0 Event Investigation

14-90.004 establishes the requirements for investigating events involving a bus or taking place on bus transit system controlled property resulting in a fatality, injury, or property damage.

For the purpose of this SSPP, events are considered accidents or incidents that involve a transit vehicle or take place on Lake County Public Transportation controlled property. An “accident” is an event that causes damage to a vehicle, individual, or property while the vehicle is in motion. It may involve a single vehicle or multiple vehicles. An “incident” is defined as an event that causes damage to a vehicle, individual, or property, which is not an accident.

Any event involving a bus or taking place on property controlled by a transit system and resulting in a fatality, injury, or property damage will be investigated by The Lake County Public Transportation Contracted Operator. All events included but not limited to the following, will be investigated:

- A fatality, where an individual is confirmed dead within 30 days of a bus transit system related event, excluding suicides and deaths from illnesses.
- Injuries requiring immediate medical attention away from the scene for two or more individuals.
- Property damage to bus transit system buses, non-bus transit system vehicles, other bus system property or facilities, or any other property. The Lake County Public Transportation Contracted Operator will have the discretion to investigate events resulting in property damage less than \$1,000.
- Evacuation of a bus due to a life safety event where there is imminent danger to passengers on the bus, excluding evacuations due to operational issues.

In all events, drivers are required to contact the local law enforcement, dispatcher, or emergency medical services (as required) immediately. Supervisors will be sent to the scene depending on the severity of the event at the discretion of the Operations Manager. Each investigation will be documented in a final report that includes a description of the investigation activities, identified causal factors, and any identified corrective action plan. Each corrective action plan will identify the action to be taken by the bus transit system and the schedule for its implementation. The Contracted Operator will monitor and track the implementation of each corrective action plan. Investigation reports, corrective action plans, and related supporting documentation will be maintained by the Contracted Operator for a minimum of four years from the date of completion of the investigation.

The Contracted Operator shall require their dispatchers to notify the Coordinator during regular business hours, immediately after they notify 9-1-1 or any law enforcement or accident investigation agency. If the accident occurs after regular business hours and injuries are involved or suspected, the Coordinator shall be notified by telephone or pager.

The Contracted Operator shall complete an "Accident/Incident Review Form". This form shall be faxed to the Coordinator office within 24 hours of any traffic accident. The original shall be delivered to the Coordinator office within one week.

Lake County System Safety Program Plan (SSPP)

The Contracted Operator shall provide one original copy of the final report of any official law enforcement or accident investigation agency. The copy of this report shall be delivered to the Coordinator office as soon as it becomes available.

Any additional text for Chapter 13.0 must be inserted above this point for formatting/page numbering purposes.

14.0 Medical Exams for Bus Transit System Drivers

14-90.0041 requires that bus transit systems establish medical examination requirements for all applicants to driver positions and for existing drivers. The 14-90 requirements relating to this section are noted below and presented as general text. The points noted below in black text are all requirements under 14-90. To avoid redundancy of re-stating the requirements twice, (both here in this header box and in the general text which would follow below), we are deferring to the general text below which accurately states the 14-90 requirements.

This section of the SSPP establishes Lake County Public Transportation's medical examination requirements for all applicants for driver positions and for existing drivers.

- Medical examination requirements include a pre-employment examination for applicants, an examination at least once every two years for existing drivers, and a return to duty examination for any driver prior to returning to duty after having been off duty for 30 or more days due to an illness, medical condition, or injury.
- Medical examinations will be performed and recorded according to FDOT Form Number 725-030-11, Medical Examination Report for Bus Transit System Driver, Rev. 05/09.
- Medical examinations will be performed by a Doctor of Medicine or Osteopathy, Physician Assistant, or Advanced Registered Nurse Practitioner licensed or certified by the State of Florida. If medical examinations are performed by a Physician Assistant or Advanced Registered Nurse Practitioner, they must be performed under the supervision or review of a Doctor of Medicine or Osteopathy.
- An ophthalmologist or optometrist licensed by the State of Florida may perform as much of the medical examination as it pertains to visual acuity, field of vision, and color recognition.
- Upon completion of the medical examination, the examiner shall complete, sign, and date the medical examination form and maintain the original at his or her office.
- Upon completion of the medical examination, the examiner shall complete, sign, and date the medical examination certificate and provide a copy to Lake County Public Transportation.
- Upon completion of the medical examination the driver shall provide their driver license number, signature, and date on the medical examination certificate.
- Completed and signed medical examination certificate for each bus driver, dated within the past 24 months, will be maintained on file for a minimum of four years from the date of the examination.
- Lake County Public Transportation will not allow a driver to operate a transit bus without having on file a completed medical examination certificate dated within the past 24 months.

Lake County System Safety Program Plan (SSPP)

According to 14-90.0041, bus transit systems may adopt medical examination qualification standards that meet or exceed those provided in Department Form Number 725-030-11. If the transit agency decides to adopt qualification standards other than those listed in Department Form Number 725-030-11, the adopted standard's medical examination certificate or a signed letter from the medical examiner attesting to the completion of a medical examination shall be given to the transit agency in lieu of the Department's medical examination certificate. The adopted standards medical certification or letter must provide all of the information required on the Department's medical examination certificate.

Any additional text for Chapter 14.0 must be inserted above this point for formatting/page numbering purposes.

15.0 Operating and Driving Requirements

14-90.006 requires that bus transit systems establish operational and driving requirements. The 14-90 requirements relating to this section are noted below and presented as general text. The points noted below in black text are all requirements under 14-90. To avoid redundancy of re-stating the requirements twice, (both here in this header box and in the general text which would follow below), we are deferring to the general text below which accurately states the 14-90 requirements.

The Operations Manager is responsible for overall compliance with all operating and driving requirements of the SSPP.

It is the responsibility of every Lake County Public Transportation Contracted Operator employee who performs driving and/or operational duties to strictly adhere to the following requirements:

- Under no circumstances is a driver allowed to operate a vehicle without having the appropriate and valid driver's license in his or her possession.
- Drivers are not permitted to drive a bus when his or her driver license has been suspended, cancelled, or revoked. A driver who receives a notice that his or her license to operate a motor vehicle has been suspended, cancelled, or revoked is required to notify his or her supervisor of the contents of the notice immediately, if possible, otherwise no later than the end of the business day following the day he or she received the notice. Violation of this policy may result in disciplinary actions including suspension or termination of employment.
- The Lake County Public Transportation Contracted Operator management will annually check Motor Vehicle Records (MVR) for all drivers for investigating information on license suspensions, revocations, accidents, traffic violations, unpaid summons, etc. Lake County Public Transportation Contracted Operator management will also check driver license status of each driver utilizing the Florida Department of Highway Safety and Motor Vehicles website - <https://www6.hsmv.state.fl.us/DLCheck/main.jsp>.
- Buses must be operated at all times in compliance with applicable traffic regulations, ordinances, and laws of the jurisdiction in which they are being operated.
- Rule 14-90 defines "On Duty" and "Off Duty" status of drivers as follows -
 - "On Duty" means the status of the driver from the time he or she begins work, or is required to be in readiness to work, until the time the driver is relieved from work and all responsibility for performing work. "On Duty" includes all time spent by the driver as follows:
 - (a) Waiting to be dispatched at bus transit system terminals, facilities, or other private or public property, unless the driver has been completely relieved from duty by the bus transit system.
 - (b) Inspecting, servicing, or conditioning any vehicle.
 - (c) Driving.
 - (d) Remaining in readiness to operate a vehicle (stand-by).

Lake County System Safety Program Plan (SSPP)

- (e) Repairing, obtaining assistance, or remaining in attendance in or about a disabled vehicle.
- “Off-Duty” means any time the driver is not on duty, required to be in readiness to work, or under any responsibility to perform work. Such time shall not be counted towards the maximum allowed on-duty hours within a 24-hour period.
- Drivers are not permitted to drive more than 12 hours in a 24-hour period, or drive after having been on duty for 16 hours in a 24-hour period. A driver is not permitted to drive until the requirement of a minimum eight consecutive hours of off-duty time has been fulfilled. A driver’s work period begins from the time he or she first reports for duty to his or her employer. A driver is permitted to exceed his or her regulated hours in order to reach a regularly established relief or dispatch point, provided the additional driving time does not exceed one hour.
- Drivers are not permitted to be on duty more than 72 hours in any period of seven consecutive days; however, any 24 consecutive hours of off duty time shall constitute the end of any such period of seven consecutive days. A driver who has reached the maximum 72 hours of on duty time during the seven consecutive days is required to have a minimum of 24 consecutive hours of off duty time prior to returning to on duty status.
- A driver is permitted to drive for more than the regulated hours for the safety and protection of the public when conditions such as adverse weather, disaster, security threat, a road or traffic condition, medical emergency, or an accident occur.
- Drivers are not permitted to drive a bus when his or her ability is impaired, or likely to be impaired, by fatigue, illness, or other causes, likely to create an unsafe condition.
- Drivers will not report for duty or operate any vehicle while under the influence of alcohol or any other substance, legal or illegal, that may impair driving ability. All employees are required to comply with agency’s Substance Abuse Policy.
- Drivers are required to conduct daily vehicle inspections and reporting of all defects and deficiencies likely to affect safe operation or cause mechanical malfunctions.
- Drivers are required to immediately report any defect or deficiency that may affect safe operations or cause mechanical malfunctions. Any defect or deficiency found shall be properly documented on a Daily Vehicle Inspection (DVI) form and should be submitted to the Maintenance Manager.
- The Maintenance Manager will review daily inspection reports and document corrective actions taken as a result of any deficiencies identified by daily inspections.
- A bus with any passenger doors in the open position will not be operated with passengers aboard. The doors will not be opened until the bus is stopped. A bus with any inoperable passenger door will not be operated with passengers aboard, except to move a bus to a safe location.
- Drivers will ensure that during darkness, interior lighting and lighting in stepwells on buses shall be sufficient for passengers to enter and exit safely. Adherence to pre-trip inspection requirements help insure the ability of this requirement to be met.
- Passengers will not be permitted in the stepwells of any bus while the bus is in motion, or to occupy an area forward of the standee line.

Lake County System Safety Program Plan (SSPP)

- Passengers will not be permitted to stand on buses not designed and constructed for that purpose.
- Buses will not be refueled in a closed building. The fueling of buses when passengers are being carried will be reduced to the minimum number of times necessary during such transportation.
- Drivers are required to be properly secured to the driver's seat with a restraining belt at all times while the bus is in motion.
- Buses will not be left unattended with passengers aboard for longer than 15 minutes. The parking or holding brake device will be properly set at any time the bus is left unattended.
- Buses will not be left unattended in an unsafe condition with passengers aboard at any time.
- Drivers are discouraged from leaving keys in the vehicle at any time the bus is left unattended.
- Transit vehicles will not be used at any time for uses other than those that are authorized and permitted according to state and federal program requirements.

Noncompliance with these requirements may result in disciplinary actions including suspension or termination of employment.

15.1 Wireless Communication

According to 14-90.004, bus transit systems must implement a wireless communication plan and procedure that provides for the safe operation of the bus transit vehicle. The wireless communication plan and procedure shall assure that:

- a. The use of a personal wireless communication device is prohibited while the transit vehicle is in motion, and*
- b. All personal wireless communications devices are turned off with any earpieces removed from the operator's ear while occupying the driver's seat.*

A policy on the use of a wireless communications device issued to the operator by the bus transit system for business related purposes must be developed that assure:

- a. Guidelines are developed that allow for the use of a wireless communications device in emergency situations, and*
- b. The use of a wireless communications device does not interfere with the operator's safety related duties.*

Also, bus transit systems shall develop a driver educational training program addressing:

- a. The proper use of a wireless communications device issued to the operator by the Bus Transit System while in the performance of their safety related duties, and*
- b. The hazards associated with driving and utilizing a wireless communications device.*

Lake County System Safety Program Plan (SSPP)

This is an area of 14-90 which is less prescriptive, but the agency must establish how it is addressing this requirement. Addressing the requirement is *not* optional, so the agency must elaborate on how it will meet the requirement. Any green colored text indicates the language is serving as an *example* of how the agency could address the subject.

“Wireless communication device” means an electronic or electrical device capable of remote communication. Examples include cell phones, personal digital assistants (PDAs) and portable computers (commonly called laptop computers). “Personal wireless communications device” means an electronic or electrical device that was not provided by the bus transit system for business purposes. “Use of a wireless communication device” means use of a mobile telephone or other electronic or electrical device, hands-on or hands-free, to conduct an oral communication; to place or receive a telephone call; to send or read electronic mail or a text message; to play a game; to navigate the Internet; to play, view, or listen to a video; to play, view, or listen to a television broadcast; to play or listen to music; to execute a computational function, or to perform any other function that is not necessary for the health or safety of the person and that entails the risk of distracting the employee from a safety-critical task. Use of an electronic or electrical device that enhances the individual’s physical ability to perform, such as a hearing aid, is not included in this definition.

Lake County Public Transportation requires all drivers to fully comply with the following wireless communication policies –

Policies on the use of a personal wireless communication device: Note: Our Contracted Operator uses Verizon Direct Connect cell phones rather than radios in vehicles. The term “radio” below is used interchangeably for the Verizon phones.

- The use of a personal wireless communication device is prohibited while the transit vehicle is in motion.
- All personal wireless communication devices must be turned off with any earpieces removed from the operator’s ear while occupying the driver’s seat.
- In an emergency, if a driver is unable to use the radio (e.g., driver is separated from the vehicle due to a need to evacuate, or the radio is inoperable because it is beyond the radio coverage area, or other malfunction), a personal cellular phone may be used to contact the agency. In such situation the driver must park the vehicle in a safe place off the road and call the direct line to the dispatcher.
- Drivers are not permitted to use any wireless communication device issued by the bus transit system while the transit vehicle is in motion except brief radio communications with the dispatcher. If the driver must use the radio for a long duration, he/she must stop the vehicle in a safe place off the road.
- The use of a wireless communication device is prohibited while loading or unloading a wheelchair patron or while conducting any other safety related duty that require the driver’s undivided attention. If wireless communication is necessary, the driver will use a company issued wireless communication device before or upon completion of the safety related task.

Lake County System Safety Program Plan (SSPP)

- Employees are permitted to use wireless communication devices issued by the bus transit system in the following situations -
 - A driver needing to communicate with the dispatcher and vice-versa.
 - A driver requesting medical or emergency assistance.
 - A driver reporting an illegal activity, a traffic accident, a road hazard, or a safety or security threat.

Any additional text for Chapter 15.0 must be inserted above this point for formatting/page numbering purposes.

16.0 Vehicle Equipment Standards & Procurement Criteria

14-90.007 establishes the vehicle equipment standards and procurement criteria. The 14-90 requirements relating to this section are noted below and presented as general text. The points noted below in black text are all requirements under 14-90. To avoid redundancy of re-stating the requirements twice (both here in this header box and in the general text which would follow below), we are deferring to the general text below which accurately states the 14-90 requirements.

Lake County Public Transportation will procure vehicles utilizing the Transit Research-Inspection-Procurement Services (TRIPS) program, formerly known as the Florida Vehicle Procurement Program (FVPP), and other State Programs strictly adhering to the vehicle equipment standards and procurement criteria specified in 14-90.007.

- All buses procured and operated must meet the following minimum standards, as applicable:
 - a. The capability and strength to carry the maximum allowed load and not exceed the manufacturer's gross vehicle weight rating (GVWR), gross axle weighting, or tire rating.
 - b. Structural integrity that mitigates or minimizes the adverse effects of collisions.
 - c. Federal Motor Vehicle Safety Standards (FMVSS), 49 C.F.R. Part 571, Sections 102, 103, 104, 105, 108, 207, 209, 210, 217, 302, 403, and 404, October 1, 2008, hereby incorporated by reference.
- Proof of strength and structural integrity tests on new buses procured will be submitted by manufacturers or bus transit systems to the Department.
- In addition, every bus operated by the agency will be equipped as follows:
 - Mirrors. There shall be two exterior rear vision mirrors, one at each side. The mirrors shall be firmly attached to the outside of the bus and so located as to reflect to the driver a view of the highway to the rear along both sides of the vehicle. Each exterior rear vision mirror, on Type I buses shall have a minimum reflective surface of 50 square inches. Neither the mirror nor the mounting shall protrude farther than the widest part of the vehicle body except to the extent necessary to produce a field of view meeting or exceeding the requirements of this section. All Type I buses shall, in addition to the above requirements, be equipped with an inside rear vision mirror capable of giving the driver a clear view of seated and standing passengers. Buses having a passenger exit door that is located inconveniently for the driver's visual control shall be equipped with additional interior mirrors to enable the driver to view the passenger exit door. In lieu of interior mirrors, trailer buses and articulated buses may be equipped with closed circuit video systems or adult monitors in voice control with the driver.
 - Wiring and Batteries. Electrical wiring shall be maintained so as not to come in contact with moving parts, heated surfaces, or be subject to chafing or abrasion which may cause insulation to become worn. Every Type I bus manufactured on or after February 7, 1988, shall be equipped with a storage battery electrical power main disconnect switch. The disconnect switch shall be practicably located

Lake County System Safety Program Plan (SSPP)

in an accessible location adjacent to or near to the battery and be legibly and permanently marked for identification. Every storage battery on a public-sector bus shall be mounted with proper retainment devices in a compartment which provides adequate ventilation and drainage.

- Brake Interlock Systems. All Type I buses having a rear exit door shall be equipped with a rear exit door/brake interlock that automatically applies the brake upon driver activation of the rear exit door to the open position. Brake interlock application shall remain activated until deactivated by the driver and the rear exit door returns to the closed position. The rear exit door brake interlock on such buses shall be equipped with an identified override switch enabling emergency release of the brake interlock function. The override switch shall not be located within reach of the seated driver. Air pressure application to the brake during brake interlock operation, on buses equipped with rear exit door/brake interlock, shall be regulated at the equipment's original manufacturer's specifications.
- Standee Line and Warning. Every bus designed and constructed to allow standees shall be plainly marked with a line of contrasting color at least two inches wide, or be equipped with some other means to indicate that all passengers are prohibited from occupying a space forward of a perpendicular plane drawn through the rear of the driver's seat and perpendicular to the longitudinal axis of the bus. A sign shall be posted at or near the front of the bus stating that it is a violation for a bus to be operated with passengers occupying an area forward of the line.
- Handrails and Stanchions. Every bus designed and constructed to allow standees shall be equipped with overhead handrails for standee passengers. Overhead handrails shall be continuous, except for a gap at the rear exit door, and terminate into vertical stanchions or turn up into a ceiling fastener. Every Type I and Type II bus designed for carrying more than 16 passengers shall be equipped with handrails, stanchions, or bars at least 10 inches long and installed to permit safe on-board circulation, seating and standing assistance, and boarding and alighting by elderly and handicapped persons. Type I buses shall be equipped with a safety bar and panel directly behind each entry and exit stepwell.
- Flooring, Steps, and Thresholds. Flooring, steps, and thresholds on all buses shall have slip resistant surfaces without protruding or sharp edges, lips, or overhangs, in order to prevent tripping hazards. All step edges and thresholds shall have a band of color(s) running the full width of the step or edge which contrasts with the step tread and riser, either light-on-dark or dark-on-light.
- Doors. Power activated doors on all buses shall be equipped with a manual device designed to release door closing pressure.
- Emergency Exits. All buses shall have an emergency exit door, or in lieu thereof, shall be provided with emergency escape push-out windows. Each emergency escape window shall be in the form of a parallelogram with dimensions not less than 18" by 24", and each shall contain an area of not less than 432 square inches. There shall be a sufficient number of push-out or kick-out windows in each vehicle to provide a total escape area equivalent to 67 square inches per seat, including the driver's seat. No less than 40% of the total escape area shall be on one side of the vehicle. Emergency escape kick-out or push-out windows and emergency exit doors shall be conspicuously marked with a sign or light and

Lake County System Safety Program Plan (SSPP)

shall always be kept in good working order so that they may be readily opened in an emergency. All such windows and doors shall not be obstructed either inside or outside so as to hinder escape. Buses equipped with an auxiliary door for emergency exit shall be equipped with an audible alarm and light indicating to the driver when a door is ajar or opened while the engine is running. Supplemental security locks operable by a key are prohibited on emergency exit doors unless these security locks are equipped and connected with an ignition interlock system or an audio visual alarm located in the driver's compartment. Any supplemental security lock system used on emergency exits shall be kept unlocked whenever a bus is in operation.

- Tires and Wheels. Tires shall be properly inflated in accordance with manufacturer's recommendations.
 - i. No bus shall be operated with a tread groove pattern depth:
 - 1. Less than $4/32$ ($1/8$) of an inch, measured at any point on a major tread groove for tires on the steering axle of all buses. The measurements shall not be made where tie bars, humps, or fillets are located.
 - 2. Less than $2/32$ ($1/16$) of an inch, measured at any point on a major tread groove for all other tires of all buses. The measurements shall not be made where tie bars, humps, or fillets are located.
 - ii. No bus shall be operated with recapped, regrooved, or retreaded tires on the steering axle.
 - iii. Wheels shall be visibly free from cracks and distortions and shall not have missing, cracked, or broken mounting lugs.
- Suspension. The suspension system of all buses, including springs, air bags, and all other suspension parts, shall be free from cracks, leaks, or any other defect which may cause its impairment or failure to function properly.
- Steering and Front Axle. The steering system of all buses shall have no indication of leaks which would or may cause its impairment to function properly, and shall be free from cracks and excessive wear of components that may cause excessive free play or loose motion in the steering system or above normal effort in steering control.
- Seat Belts. Every bus shall be equipped with an adjustable driver's restraining belt in compliance with the requirements of FMVSS 209, "Seat Belt Assemblies" 49 C.F.R. 571.209–October 1, 2008, and FMVSS 210, "Seat Belt Assembly Anchorages" 49 C. F. R. 571.210 October 1,2008, hereby incorporated by reference.
- Safety Equipment. Every bus shall be equipped with one fully charged dry chemical or carbon dioxide fire extinguisher, having at least a 1A:BC rating and bearing the label of Underwriter's Laboratory, Inc. The fire extinguishers shall be maintained as follows:
 - i. Each fire extinguisher shall be securely mounted on the bus in a conspicuous place or a clearly marked compartment and be readily accessible.
 - ii. Each fire extinguisher shall be maintained in efficient operating condition and equipped with some means of determining if it is fully charged.

Lake County System Safety Program Plan (SSPP)

- iii. Every Type I bus shall be equipped with portable red reflector warning devices in compliance with Section 316.300, Florida Statutes.
- Persons with Disabilities. Buses used for the purpose of transporting individuals with disabilities shall meet the requirements set forth in 49 C.F.R. Part 38, October 1, 2008, hereby incorporated by reference, as well as the following:
 - i. Installation of a wheelchair lift or ramp shall not cause the manufacturer's GVWR, gross axle weight rating, or tire rating to be exceeded.
 - ii. Except in locations within 3 1/2 inches of the bus floor, all readily accessible exposed edges or other hazardous protrusions of parts of wheelchair lift assemblies or ramps that are located in the passenger compartment shall be padded with energy absorbing material to mitigate injury in normal use and in case of a collision. This requirement shall also apply to parts of the bus associated with the operation of the lift or ramp.
 - iii. The controls for operating the lift shall be at a location where the bus driver or lift attendant has a full view, unobstructed by passengers, of the lift platform, its entrance and exit, and the wheelchair passenger, either directly or with partial assistance of mirrors. Lifts located entirely to the rear of the driver's seat shall not be operable from the driver's seat, but shall have an override control at the driver's position that can be activated to prevent the lift from being operated by the other controls (except for emergency manual operation upon power failure).
 - iv. The installation of the wheelchair lift or ramp and its controls and the method of attachment in the bus body or chassis shall not diminish the structural integrity of the bus nor cause a hazardous imbalance of the bus. No part of the assembly, when installed and stowed, shall extend laterally beyond the normal side contour of the bus or vertically beyond the lowest part of the rim of the wheel closest to the lift.
 - v. Each wheelchair lift or ramp assembly shall be legibly and permanently marked by the manufacturer or installer with the following information:
 - 1. The manufacturer's name and address.
 - 2. The month and year of manufacture.
 - 3. A certificate that the wheelchair lift or ramp securement devices, and their installation, conform to State of Florida requirements applicable to accessible buses.
- Wheelchairs. Wheelchair lifts, ramps, securement devices, and restraints shall be inspected and maintained as required by this rule chapter. Instructions for normal and emergency operation of the lift or ramp shall be carried or displayed in every bus.

Any additional text for Chapter 16.0 must be inserted above this point for formatting/page numbering purposes.

17.0 Internal and External Safety Audits

According to 14-90:

- *Each bus transit system shall implement and comply with the SSPP during the operation of the system*
- *Each bus transit system shall implement and comply with the SPP during the operation of the system*
- *Bus transit systems shall immediately suspend affected system service operations if, at any time, continued operation of the system, or a portion thereof, poses an immediate danger to public safety*
- *The Department, or its contractor, shall conduct safety and security review of bus transit system to ascertain compliance with the provisions of this rule chapter.*

This is an area of 14-90 which is less prescriptive, but the agency must establish how it is addressing this requirement. Addressing the requirement is *not* optional, so the agency must elaborate on how it will meet the requirement. Any green colored text indicates the language is serving as an *example* of how the agency could address the subject.

The Transportation Director (or designee) is responsible for conducting announced and unannounced internal safety audits of Lake County Public Transportation units and contract operators. Annual internal safety audits will be conducted starting November 1 of each calendar year and ending prior to the end of the same calendar year. The annual audit results will be documented by the Transportation Director (or designee) in a report containing the following:

- Identification of the findings, including a detailed description of any deficiency.
- Required corrective action and a schedule for implementation of the corrective action to be taken for each deficiency.
- Any required suspension of bus transit system service should Lake County Public Transportation determine the continued operation of the service, or a portion thereof, poses an immediate danger to public safety.

In addition, announced and unannounced periodic internal audits will be conducted by the Transportation Director (or designee) to ensure compliance with all of the objectives and requirements of SSPP and Rule 14-90. Safety audits of vehicles and records will be conducted on random basis, at least once every quarter. Facility inspection will be conducted once every month to identify and resolve potential safety and security hazards. The Transportation Director (or designee) will regularly perform Quality Control (QC)/Quality Assurance (QA) checks to ensure that safety compliance, both in-house and contracted, is achieved at all times. Contractors/subcontractors are subject to audits and inspections on an announced or unannounced basis at the discretion of Lake County Public Transportation management. Lake County Public Transportation, or its contractor, will conduct safety and security reviews of contract service operators, at least once every three years, to ascertain compliance with the provisions of Rule 14-90.

Lake County System Safety Program Plan (SSPP)

Lake County Public Transportation management will work closely with regulatory agencies (FDOT, FTA, etc.) when external audit notifications are received and allocate resources, as necessary, to facilitate the audits.

Any additional text for Chapter 17.0 must be inserted above this point for formatting/page numbering purposes.

18.0 Certification

14-90.010 establishes the certification requirements that the agencies must follow when submitting annual safety and security certification to the Department. The 14-90 requirements relating to this section are noted below and presented as general text. The points noted below in black text are all requirements under 14-90. To avoid redundancy of re-stating the requirements twice (both here in this header box and in the general text which would follow below), we are deferring to the general text below which accurately states the 14-90 requirements.

The Transportation Director will submit an annual safety and security certification to the FDOT utilizing the self-certification form included in Appendix D. The certification will be submitted no later than February 15, for the prior calendar year period unless otherwise required by FDOT. The certification will attest to the following:

- The adoption of an SSPP and an SPP in accordance with established standards set forth in Rule 14-90.
- Compliance with the adopted SSPP and SPP.
- Performance of safety inspections on all buses operated by the system in accordance with Rule 14-90.
- Reviews of the SSPP and SPP have been conducted to ensure they are up to date.

The certification will also include:

- The name and address of Lake County Public Transportation, and the name and address of the entity(ies) who performed bus safety inspections and security assessments during the prior calendar year, if different from Lake County Public Transportation.
- A statement signed by the Chief Executive Officer/signatory authority responsible for the management of Lake County Public Transportation attesting to compliance with Rule 14-90.

Any additional text for Chapter 18.0 must be inserted above this point for formatting/page numbering purposes.

19.0 Appendices

- Appendix A: Rule Chapter 14-90, F.A.C.
- Appendix B: Substance Abuse Policy
- Appendix C: Maintenance Plan
- Appendix D: Certificates
-

Appendix A

Rule Chapter 14-90, F.A.C.

Appendix B

Substance Abuse Policy

Appendix C

Maintenance Plan

Appendix D

Annual Safety Certification & Certificate of Compliance



January 6, 2017

District Five
Florida Department of Transportation
Attn: Diane Poitras, Transit Programs Administrator
133 South Semoran Boulevard
Orlando, Florida 32807

Re: Section 49 Code of Federal Regulations, part 21 and Federal Transit Administration (FTA) Circular 4702.1B

Dear Ms. Poitras:

This letter provides certification that the Lake County Board of County Commissioners has not made any changes to the Title VI Plan implemented on November 18, 2014. As of January 6, 2017, the Lake County Board of County Commissioners does not have any Title VI related investigations, complaints or lawsuits to report to the Department. Below is a list of all public notices located throughout our facility and the active URL where our public notice is located.

1. LakeXpress Fixed Route Bus Schedules
2. Posted inside the fixed route and paratransit vehicles
3. www.ridelakexpress.com

The Lake County Board of County Commissioners has not made any updates or changes to Lake County's Maintenance Plan that was approved on February 16, 2016.

TRANSIT DIVISION | *A division of the Community Services Department*
MAILING • P.O. Box 7800 • TAVARES, FL 32778
PHYSICAL • 2440 U.S. HIGHWAY 441/27 • FRUITLAND PARK, FL 34731
• P 352.323.5733 • F 352.323.5755
Board of County Commissioners • www.lakecountyfl.gov

TIMOTHY I. SULLIVAN
District 1

SEAN M. PARKS, AICP, QEP
District 2

WENDY R. BREEDEN
District 3

LESLIE CAMPIONE
District 4

JOSH BLAKE
District 5

Lake County Section 49 Code Federal Regulation letter
FDOT
January 6, 2017
Page 2

The following is the updated Lake County Transit Division contact information:

- Tomika Monterville, Transit Division Manager, 352.323.5733, tmonterville@lakecountyfl.gov
- David Hope, Transit Operations Supervisor, 352.323.5714, dhope@lakecountyfl.gov
- Ola Adelekan, Fixed Route Coordinator, 352.323.5731, oadelekan@lakecountyfl.gov
- Amy Bradford, Transit Program Specialist, 352.323.5723, abradford@lakecountyfl.gov
- Sandra Miller, Office Associate V, 352.323.5733, smiller@lakecountyfl.gov

Should you have any questions, please do not hesitate to contact Amy Bradford, Transit Program Specialist at 352.323.5733.

Sincerely,



Tomika Monterville
Lake County Transit Manager

Enclosure: Section 5311 Certificate of Compliance
Lake County Bus Transit System Annual Safety Certification
Lake County System Safety Program Plan
Ride Right Certificate of Insurance
Lake County Certificate of Insurance

Cc: Dorothy Keedy, Community Services Director
Amy Bradford, Transit Program Specialist

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CERTIFICATE OF COMPLIANCE

725-030-10
TRANSIT
12/01

for a
SECTION 5311 SUBRECIPIENT
(Certifying compliance with 49 CFR Parts 40, 655)
To
Florida Department of Transportation

DATE 1/6/2017

Section 5311 Subrecipient Information:

AGENCY NAME: Lake Co. Bd. of Co. Commission
ADDRESS: P.O. Box 7800, Tavares, FL 32778
PHONE: 352.323.5733

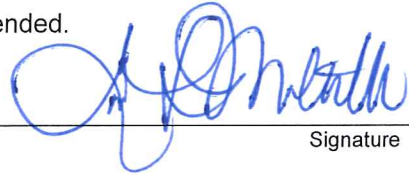
FDOT District Office Information:

NAME: Orlando Urban Office
ADDRESS: 133 S. Semoran Blvd. Orlando, FL 32807
PHONE: (407) 482-7860

I, Tomika Monterville, Lake County Transit Division Manager
(Name) (Title)

hereby certify that Lake County Board of County Commissioners and its applicable
(Name of Subrecipient)
contractor(s) (listing attached hereto) for Lake County Board of County Commissioners
(Name of Subrecipient)

has (have) established and implemented an anti-drug and alcohol misuse prevention program in accordance with the provisions of 49 CFR Parts 40 and 655 as amended. I further certify that the employee training conducted under this part meets the requirements of 49 CFR Parts 40 and 655 as amended.



Signature

Attachment: (Applicable Contractor(s) - Name, Address, Phone #, Contact Person)

Ride Right Transit, LLC.
P.O. Box 491597
Leesburg, FL 34749-1597
(T) 352-326-2278 extension 2110
(F) 352-365-2982
Bill Downey, General Manager

**BUS TRANSIT SYSTEM
ANNUAL SAFETY CERTIFICATION**

DATE: January 6, 2017
BUS TRANSIT SYSTEM: Lake County Board of County Commissioners
ADDRESS: P.O. Box 7800
Tavares, FL 32778-7800

IN ACCORDANCE WITH FLORIDA STATUTE 341.061

THE BUS TRANSIT SYSTEM NAMED ABOVE HEREBY CERTIFIES TO THE FOLLOWING:

1. The adoption of a System Safety Program Plan (SSPP) and the Security Program Plan (SPP) pursuant to Florida Department of Transportation safety standards set for in Rule Chapter 14-90, Florida Administrative Code (F.A.C.).
Current date of Adopted SSPP: November 2016
Current date of Adopted SPP: November 2016

2. Compliance with adopted safety standards in the SSPP and the SPP.

3. Performance of annual safety inspections on all operational buses in accordance with Rule 14-90.009, F.A.C. (This should be signed by the Officer responsible for management of the bus transit system to certify compliance.)



Signature

Tomika Monterville

Name (Printed or Typed):

Transit Division Manager

Title

4. Name and address of entity(ies) which has (have) performed safety inspections:

Keith Stevenson, Fleet Manager, Fleet Management Division

Name

20423 Independence Boulevard

Address (Street Number)

Groveland, FL 34736

Address (City, State, Zip Code)

The Mechanics perform thorough safety inspections when the vehicle comes in for its preventative maintenance check which is generally monthly.

Date(s) of Inspection

5. Names and contact information for all **contract** bus transit systems subject to the provisions of Rule 14-90, F.A.C.

Bill Downey, General Manager, Ride Right Transit, LLC.

Name

P.O. Box 491597

Address (Street Number)

Leesburg, FL 34749-1597

Address (City, State, Zip Code)

352-326-2278

Phone Number



CERTIFICATE OF LIABILITY INSURANCE

9/30/2017

DATE (MM/DD/YYYY)
12/15/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : National Interstate Insurance Company		32620
INSURER B : Lexington Insurance Company		19437
INSURER C : Insurance Company of the State of PA		19429
INSURER D : Commerce and Industry Insurance Company		19410
INSURER E :		
INSURER F :		

COVERAGES RIDRI CERTIFICATE NUMBER: 12636205 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	EGL0000679-03	9/30/2016	9/30/2017	EACH OCCURRENCE	\$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 5,000,000
							GENERAL AGGREGATE	\$ 5,000,000
							PRODUCTS - COMP/OP AGG	\$ 5,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	N	EAL000067903	9/30/2016	9/30/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
							BODILY INJURY (Per person)	\$ XXXXXXXX
							BODILY INJURY (Per accident)	\$ XXXXXXXX
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
								\$ XXXXXXXX
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$0	N	N	006502769	9/30/2016	9/30/2017	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	12852358 (AOS) 12852359 (CA)	12/31/2016 12/31/2016	12/31/2017 12/31/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
D							E.L. EACH ACCIDENT	\$ 1,000,000
								E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Auto policy applies for passenger transport contracts where Ride Right provides actual transport services. FLORIDA DEPARTMENT OF TRANSPORTATION IS ADDITIONAL INSURED AND LOSS PAYEE AS REQUIRED BY WRITTEN CONTRACT AS RESPECTS VEHICLES LISTED ON ATTACHMENT.

CERTIFICATE HOLDER

CANCELLATION See Attachment

12636205

FLORIDA DEPARTMENT OF TRANSPORTATION
 ATTN: DIANE POITRAS
 133 SOUTH SEMORAN BOULEVARD
 ORLANDO FL 32807

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

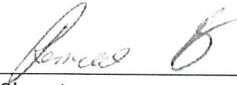
AUTHORIZED REPRESENTATIVE

SECTION 5310
ANNUAL SAFETY CERTIFICATION
5310 – Only Agencies

DATE: January 12, 2015
AGENCY NAME: Lake County Board of County Commissioners
AGENCY ADDRESS: P.O. Box 7800
Tavares, FL 32778

THE AGENCY NAMED ABOVE HEREBY CERTIFIES TO THE FOLLOWING:

1. Performance of annual vehicle and wheelchair safety inspections on all operational buses.
(This should be signed by the Officer responsible for management of the agency's vehicle(s) to certify compliance.)



Signature
Kenneth Harley

Name (Print or Type)
Public Transportation Manager

Title

2. Name and address of entity(ies) which has (have) performed **vehicle safety inspections**:

Keith Stevenson, Fleet Manager, Lake County Fleet Maintenance

Name
20423 Independence Boulevard
Groveland, FL 34736

Address (Street Number) (City, State, Zip Code)
Mechanics perform safety inspections when the vehicle comes in for its
preventative maintenance check which is generally monthly.

Date(s) of Inspection

Ride Right Transit, LLC.

Name
P.O. Box 491597
Leesburg, FL 34749-1597

Address (Street Number) (City, State, Zip Code)
Operators perform pre-safety inspections on vehicles daily.

Date(s) of Inspection

3. Name and address of entity which has performed **wheelchair lift safety inspections**:

Keith Stevenson, Fleet Manager, Lake County Fleet Maintenance

Name
20423 Independence Boulevard
Groveland, FL 34736

Address (Street Number) (City, State, Zip Code)
Mechanics perform wheelchair lift safety inspections when the vehicle comes in
for its preventative maintenance check which is generally monthly.

Date(s) of Inspection

**BUS TRANSIT SYSTEM
ANNUAL SAFETY CERTIFICATION**

DATE: January 12, 2015
BUS TRANSIT SYSTEM: Lake County Board of County Commissioners
ADDRESS: P.O. Box 7800
Tavares, FL 32778-7800

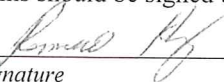
IN ACCORDANCE WITH FLORIDA STATUTE 341.061

THE BUS TRANSIT SYSTEM NAMED ABOVE HEREBY CERTIFIES TO THE FOLLOWING:

1. The adoption of a System Safety Program Plan (SSPP) and the Security Program Plan (SPP) pursuant to Florida Department of Transportation safety standards set for in Rule Chapter 14-90, Florida Administrative Code (F.A.C.).
Current date of Adopted SSPP: November 3, 2014
Current date of Adopted SPP: November 3, 2014

2. Compliance with adopted safety standards in the SSPP and the SPP.

3. Performance of annual safety inspections on all operational buses in accordance with Rule 14-90.009, F.A.C. (This should be signed by the Officer responsible for management of the bus transit system to certify compliance.)



Signature

Kenneth Harley

Name (Printed or Typed):

Public Transportation Manager

Title

4. Name and address of entity(ies) which has (have) performed safety inspections:

Keith Stevenson, Fleet Manager, Fleet Management

Name

20423 Independence Boulevard

Address (Street Number)

Groveland, FL 34736

Address (City, State, Zip Code)

Mechanics perform safety inspection when the vehicle comes in for its preventative maintenance check which is generally monthly or if an operator reports a problem.

Date of Inspection

5. Names and contact information for all contract bus transit systems subject to the provisions of Rule 14-90, F.A.C.

James Sackor

Name

P.O. Box 491597

Address (Street Number)

Leesburg, FL 34749-1597

Address (City, State, Zip Code)

352.326.2278

Phone Number

(If additional space is needed, please continue on the back of this page.)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Leesburg PO Box 491636 Leesburg FL 34749-1636	CONTACT NAME: Tammy Traser, CIC PHONE (A/C, No, Ext): (352) 787-2431 FAX (A/C, No): (352) 787-9922 E-MAIL ADDRESS: Tammy.Traser@bblesburg.com														
INSURED Lake County Board of County Commissioners, DBA: P.O. Box 7800 315 West Main Street Tavares FL 32778-7800	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Princeton Excess & Surplus Lines</td> <td style="text-align: center;">10786</td> </tr> <tr> <td>INSURER B: Colony Insurance Co</td> <td style="text-align: center;">39993</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Princeton Excess & Surplus Lines	10786	INSURER B: Colony Insurance Co	39993	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Princeton Excess & Surplus Lines	10786														
INSURER B: Colony Insurance Co	39993														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 16-17 Liability **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR \$50,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			64-A3-EX-0000039-08 Includes Equipment Floater	10/1/2016	10/1/2017	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 2,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ Excess GL \$ 950,000												
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			64-A3-EX-0000039-08 \$50,000 SIR	10/1/2016	10/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 950,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical Payments \$ 5,000												
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			64-A3-FF-0000024-07	10/1/2016	10/1/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 4,000,000 SIR \$ 1,000,000												
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	PXL16105802 \$650,000 SIR	10/1/2016	10/1/2017	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 10%;">PER STATUTE</th> <th style="width: 10%;">OTH-ER</th> <th style="width: 80%;"></th> </tr> <tr> <td></td> <td></td> <td>E.L. EACH ACCIDENT \$ 2,000,000</td> </tr> <tr> <td></td> <td></td> <td>E.L. DISEASE - EA EMPLOYEE \$ 2,000,000</td> </tr> <tr> <td></td> <td></td> <td>E.L. DISEASE - POLICY LIMIT \$ 2,000,000</td> </tr> </table>	PER STATUTE	OTH-ER				E.L. EACH ACCIDENT \$ 2,000,000			E.L. DISEASE - EA EMPLOYEE \$ 2,000,000			E.L. DISEASE - POLICY LIMIT \$ 2,000,000
PER STATUTE	OTH-ER																		
		E.L. EACH ACCIDENT \$ 2,000,000																	
		E.L. DISEASE - EA EMPLOYEE \$ 2,000,000																	
		E.L. DISEASE - POLICY LIMIT \$ 2,000,000																	
B	Excess GL & AL			PXKL15103502	10/1/2016	10/1/2017	Per Occurrence \$2,000,000 Aggregate \$4,000,000												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Florida Department of Transportation District Five Diane Poitras, Transit Programs Administr 133 South Semoran Blvd. Orlando, FL 32807	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE S Hindman, CIC/TAMMY
---	--

Lake County System Safety Program Plan (SSPP)

Name	Date	Signature
Lake County Public Transportation Director		
Contracted Operator General Manager		
Lake County EOC Director		
Maintenance Keith Stevenson		
Brenda Likely		
Amy Bradford		
Kathy Hartenstein		
Barnett Schwartzman		



Phil Worth

District Public Transportation Manager

**FDOT District Two Modal Development Office
2198 Edison Avenue, MS 2813
Jacksonville, FL 32204**

APPENDIX E

FY 2017/18

Approved Rate Calculations

Preliminary Information Worksheet

Version 1.4

CTC Name:	Lake County Board of County Commissioners
County (Service Area):	Lake County
Contact Person:	Tomika Monterville
Phone #	(352) 323-5713

Check Applicable Characteristic:

ORGANIZATIONAL TYPE:

- Governmental
- Private Non-Profit
- Private For Profit

NETWORK TYPE:

- Fully Brokered
- Partially Brokered
- Sole Source

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

Comprehensive Budget Worksheet

Version 1.4

CTC: Lake County Board of County Commissioners
County: Lake County

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

	Prior Year's ACTUALS from Oct 1st of 2015 to Sept 30th of 2016	Current Year's APPROVED Budget, as amended from Oct 1st of 2016 to Sept 30th of 2017	Upcoming Year's PROPOSED Budget from Oct 1st of 2017 to Sept 30th of 2018	% Change from Prior Year to Current Year	Proposed % Change from Current Year to Upcoming Year	Confirm whether revenues are collected as a system subsidy VS a purchase of service at a unit price. Explain Changes in Column 6 That Are > ± 10% and Also > ± \$50,000
1	2	3	4	5	6	7

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

Local Non-Govt

Farebox	\$ 99,487	\$ 40,000	\$ 85,000	-59.8%	112.5%	Increase in copay
Medicaid Co-Pay Received						
Donations/ Contributions						
In-Kind, Contributed Services						
Other						
Bus Pass Program Revenue						

Local Government

District School Board						Increase in general fund subsidy to pay for increase in trip costs
Compl. ADA Services						
County Cash	\$ 1,014,134	\$ 1,014,171	\$ 1,257,500	0.0%	24.0%	
County In-Kind, Contributed Services						
City Cash						
City In-kind, Contributed Services						
Other Cash						
Other In-Kind, Contributed Services						
Bus Pass Program Revenue						

CTD

Non-Spons. Trip Program	\$ 715,100	\$ 732,083	\$ 732,083	2.4%	0.0%	
Non-Spons. Capital Equipment						
Rural Capital Equipment		\$ 137,438	\$ 135,000		-1.8%	
Other TD (specify in explanation)						
Bus Pass Program Revenue						

USDOT & FDOT

49 USC 5307			\$ 402,476			FTA 5307 funds will be used for maintenance in FY 20118; FDOT 5311 trips decreased
49 USC 5310		\$ 502,601	\$ 337,500		-32.8%	
49 USC 5311 (Operating)	\$ 302,230	\$ 467,355	\$ 400,000	54.6%	-14.4%	
49 USC 5311(Capital)						
Block Grant	\$ 258,901	\$ 705,211	\$ 705,211	172.4%	0.0%	
Service Development						
Commuter Assistance						
Other DOT (specify in explanation)			\$ 631,167			
Bus Pass Program Revenue						

AHCA

Medicaid	\$ 154,136	\$ 125,000	\$ 68,500	-18.9%	-45.2%	Decrease in Medicaid trips
Other AHCA (specify in explanation)						
Bus Pass Program Revenue						

DCF

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

DOH

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

DOE (state)

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

AWI

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

DOEA

Older Americans Act	\$ 115,625	\$ 120,000	\$ 90,000	3.8%	-25.0%	
Community Care for Elderly						
Other DOEA (specify in explanation)						
Bus Pass Program Revenue						

DCA

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

Comprehensive Budget Worksheet

Version 1.4

CTC: Lake County Board of County Commissioners
 County: Lake County

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

	Prior Year's ACTUALS from Oct 1st of 2015 to Sept 30th of 2016	Current Year's APPROVED Budget, as amended from Oct 1st of 2016 to Sept 30th of 2017	Upcoming Year's PROPOSED Budget from Oct 1st of 2017 to Sept 30th of 2018	% Change from Prior Year to Current Year	Proposed % Change from Current Year to Upcoming Year	Confirm whether revenues are collected as a system subsidy VS a purchase of service at a unit price. Explain Changes in Column 6 That Are > ± 10% and Also > ± \$50,000
1	2	3	4	5	6	7

APD

Office of Disability Determination	\$ 108,047	\$ 100,000	\$ 90,000	-7.4%	-10.0%	
Developmental Services						
Other APD (specify in explanation)						
Bus Pass Program Revenue						

DJJ

(specify in explanation)						
Bus Pass Program Revenue						

Other Fed or State

Motor Fuel Tax Rebate	\$ 50,660	\$ 40,000	\$ 45,000	-21.0%	12.5%	
xxx						
xxx						
Bus Pass Program Revenue						

Other Revenues

Interest Earnings		\$ 100	\$ 100		0.0%	
Other (Stretcher Inspection)		\$ 225	\$ 150		-33.3%	
Reimbursement from Contractor	\$ 3,561	\$ 5,000	\$ 1,000	40.4%	-80.0%	
Bus Pass Program Revenue						

Balancing Revenue to Prevent Deficit

Actual or Planned Use of Cash Reserve	\$ 126,005	\$ 160,351	\$ 263,966			
---------------------------------------	------------	------------	------------	--	--	--

Balancing Revenue is Short By =		None	None			
Total Revenues =	\$2,947,886	\$4,149,535	\$5,244,653	40.8%	26.4%	

EXPENDITURES (CTC/Operators ONLY / Do NOT include Coordination Contractors!)

Operating Expenditures

Labor	\$ 169,231	\$ 196,699	\$ 190,629	16.2%	-3.1%	
Fringe Benefits	\$ 61,391	\$ 64,896	\$ 62,366	5.7%	-3.9%	
Services	\$ 463,556	\$ 756,371	\$ 931,007	63.2%	23.1%	
Materials and Supplies	\$ 361,483	\$ 412,850	\$ 416,528	14.2%	0.9%	
Utilities	\$ 197,518	\$ 24,294	\$ 34,021	-87.7%	40.0%	
Casualty and Liability		\$ 13,844	\$ 12,471		-9.9%	
Taxes		\$ 500	\$ 500		0.0%	
Purchased Transportation:						
Purchased Bus Pass Expenses						
School Bus Utilization Expenses						
Contracted Transportation Services	\$ 1,694,707	\$ 1,963,500	\$ 2,231,600	15.9%	13.7%	
Other						
Miscellaneous		\$ 3,918	\$ 5,378		37.3%	
Operating Debt Service - Principal & Interest						
Leases and Rentals		\$ 1,510	\$ 1,510		0.0%	
Contrib. to Capital Equip. Replacement Fund						
In-Kind, Contributed Services	\$ -	\$ -	\$ -			
Allocated Indirect						

Capital Expenditures

Equip. Purchases with Grant Funds		\$ 640,000	\$ 1,306,143		104.1%	
Equip. Purchases with Local Revenue		\$ 71,153	\$ 52,500		-26.2%	
Equip. Purchases with Rate Generated Rev.						
Capital Debt Service - Principal & Interest						

Total Expenditures =	\$2,947,886	\$4,149,535	\$5,244,653	40.8%	26.4%	
-----------------------------	--------------------	--------------------	--------------------	--------------	--------------	--

Once completed, proceed to the Worksheet entitled "Budgeted Rate Base"

Budgeted Rate Base Worksheet

Version 1.4

CTC: Lake County Board of County Commissioners

County: Lake County

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

	Upcoming Year's BUDGETED Revenues		What amount of the Budgeted Revenue in col. 2 will be generated at the rate per unit determined by this spreadsheet, OR used as local match for these type revenues?	Budgeted Rate Subsidy Revenue EXcluded from the Rate Base	What amount of the Subsidy Revenue in col. 4 will come from funds to purchase equipment, OR will be used as match for the purchase of equipment?
	from Oct 1st of 2017 to Sept 30th of 2018				
1	2		3	4	5

REVENUES (CTC/Operators ONLY)

Local Non-Govt

Farebox	\$	85,000
Medicaid Co-Pay Received	\$	-
Donations/ Contributions	\$	-
In-Kind, Contributed Services	\$	-
Other	\$	-
Bus Pass Program Revenue	\$	-

\$	85,000	\$	-	
\$	-	\$	-	
\$	-	\$	-	
\$	-	\$	-	
\$	-	\$	-	
\$	-	\$	-	

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

Local Government

District School Board	\$	-
Compl. ADA Services	\$	-
County Cash	\$	1,257,500
County In-Kind, Contributed Services	\$	-
City Cash	\$	-
City In-Kind, Contributed Services	\$	-
Other Cash	\$	-
Other In-Kind, Contributed Services	\$	-
Bus Pass Program Revenue	\$	-

\$	-	\$	-		
\$	-	\$	-		
\$	1,205,000	\$	52,500	\$	52,500
\$	-	\$	-		
\$	-	\$	-		
\$	-	\$	-		
\$	-	\$	-		
\$	-	\$	-		
\$	-	\$	-		

BLUE cells
Should be funds generated by rates in this spreadsheet

CTD

Non-Spons. Trip Program	\$	732,083
Non-Spons. Capital Equipment	\$	-
Rural Capital Equipment	\$	135,000
Other TD	\$	-
Bus Pass Program Revenue	\$	-

\$	732,083	\$	-		
\$	-	\$	-		
\$	-	\$	135,000	\$	135,000
\$	-	\$	-		
\$	-	\$	-		

local match req.
\$ 81,343
\$ -
\$ 15,000

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

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

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

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

USDOT & FDOT

49 USC 5307	\$	402,476
49 USC 5310	\$	337,500
49 USC 5311 (Operating)	\$	400,000
49 USC 5311 (Capital)	\$	-
Block Grant	\$	705,211
Service Development	\$	-
Commuter Assistance	\$	-
Other DOT	\$	631,167
Bus Pass Program Revenue	\$	-

\$	-	\$	402,476	\$	202,476
\$	-	\$	337,500	\$	337,500
\$	400,000	\$	-		
\$	-	\$	705,211	\$	-
\$	-	\$	-		
\$	-	\$	-		
\$	-	\$	631,167	\$	631,167
\$	-	\$	-		

\$ 37,500
\$ -

AHCA

Medicaid	\$	68,500
Other AHCA	\$	-
Bus Pass Program Revenue	\$	-

\$	68,500	\$	-	
\$	-	\$	-	
\$	-	\$	-	

DCF

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

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

DOH

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

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

DOE (state)

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

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

AWI

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

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

DOEA

Older Americans Act	\$	90,000
Community Care for Elderly	\$	-
Other DOEA	\$	-
Bus Pass Program Revenue	\$	-

\$	90,000	\$	-	
\$	-	\$	-	
\$	-	\$	-	
\$	-	\$	-	

DCA

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

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

GOLD cells

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

Budgeted Rate Base Worksheet

Version 1.4

CTC: Lake County Board of County Commissioners

County: Lake County

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

	Upcoming Year's BUDGETED Revenues
	from
	Oct 1st of
	2017
	to
	Sept 30th of
	2018
1	2

What amount of the Budgeted Revenue in col. 2 will be generated at the rate per unit determined by this spreadsheet, OR used as local match for these type revenues?	Budgeted Rate Subsidy Revenue EXCLUDED from the Rate Base	What amount of the Subsidy Revenue in col. 4 will come from funds to purchase equipment, OR will be used as match for the purchase of equipment?
3	4	5

APD	
Office of Disability Determination	\$ 90,000
Developmental Services	\$ -
Other APD	\$ -
Bus Pass Program Revenue	\$ -
DJJ	
DJJ	\$ -
Bus Pass Program Revenue	\$ -
Other Fed or State	
Motor Fuel Tax Rebate	\$ 45,000
xxx	\$ -
xxx	\$ -
Bus Pass Program Revenue	\$ -
Other Revenues	
Interest Earnings	\$ 100
Other (Stretcher Inspection)	\$ 150
Reimbursement from Contractor	\$ 1,000
Bus Pass Program Revenue	\$ -
Balancing Revenue to Prevent Deficit	
Actual or Planned Use of Cash Reserve	\$ 263,966
Total Revenues =	\$ 5,244,653

\$ 90,000	\$ -	
\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	
	\$ 45,000	
	\$ -	
	\$ -	
\$ -	\$ -	
\$ -	\$ 100	
	\$ 150	
	\$ 1,000	
\$ -	\$ -	
\$ -	\$ 263,966	
\$ 2,670,583	\$ 2,574,070	\$ 1,358,643

EXPENDITURES (CTC/Operators ONLY)	
Operating Expenditures	
Labor	\$ 190,629
Fringe Benefits	\$ 62,366
Services	\$ 931,007
Materials and Supplies	\$ 416,528
Utilities	\$ 34,021
Casualty and Liability	\$ 12,471
Taxes	\$ 500
Purchased Transportation:	
Purchased Bus Pass Expenses	\$ -
School Bus Utilization Expenses	\$ -
Contracted Transportation Services	\$ 2,231,600
Other	\$ -
Miscellaneous	\$ 5,378
Operating Debt Service - Principal & Interest	\$ -
Leases and Rentals	\$ 1,510
Contrib. to Capital Equip. Replacement Fund	\$ -
In-Kind, Contributed Services	\$ -
Allocated Indirect	\$ -
Capital Expenditures	
Equip. Purchases with Grant Funds	\$ 1,306,143
Equip. Purchases with Local Revenue	\$ 52,500
Equip. Purchases with Rate Generated Rev.	\$ -
Capital Debt Service - Principal & Interest	\$ -
	\$ -
Total Expenditures =	\$ 5,244,653
minus EXCLUDED Subsidy Revenue =	\$ 2,574,070
Budgeted Total Expenditures INCLUDED in	Rate Base = \$ 2,670,583
Rate Base Adjustment =	
Adjusted Expenditures Included in Rate	Base = \$ 2,670,583

\$ 1,215,427

Amount of Budgeted Operating Rate Subsidy Revenue

¹ Rate Base Adjustment Cell

If necessary and justified, this cell is where you could optionally adjust proposed service rates up or down to adjust for program revenue (or unapproved profit), or losses from the **Actual** period shown at the bottom of the Comprehensive Budget Sheet. This is not the only acceptable location or method of reconciling for excess gains or losses. If allowed by the respective funding sources, excess gains may also be adjusted by providing system subsidy revenue or by the purchase of additional trips in a period following the Actual period. If such an adjustment has been made, provide notation in the respective explanation area of the Comprehensive Budget tab.

¹ The Difference between Expenses and Revenues for Fiscal Year: **2015 - 2016**

Once Completed, Proceed to the Worksheet entitled "Program-wide Rates"

Worksheet for Program-wide Rates

CTC: Lake County Board Version 1.4
 County: Lake County

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

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

PROGRAM-WIDE RATES	
Total <u>Projected</u> Passenger Miles =	1,191,427
Rate Per Passenger Mile = \$	2.24
Total <u>Projected</u> Passenger Trips =	86,844
Rate Per Passenger Trip = \$	30.75

Fiscal Year

2017 - 2018

Avg. Passenger Trip Length =	13.7 Miles
-------------------------------------	-------------------

Rates If No Revenue Funds Were Identified As Subsidy Funds	
Rate Per Passenger Mile = \$	4.40
Rate Per Passenger Trip = \$	60.39

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

Vehicle Miles

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

Vehicle Revenue Miles (VRM)

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

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

Passenger Miles (PM)

The cumulative sum of the distances ridden by each passenger.

Worksheet for Multiple Service Rates

CTC: **Lake County Board** Version 1.4
 County: **Lake County**

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

SECTION I: Services Provided

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

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

SECTION II: Contracted Services

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

Ambulatory	Wheelchair	Stretcher	Group
<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
Answer # 2 for Ambulatory Service	Answer # 2 for Wheelchair Service	Answer # 2 for Stretcher Service	Do Not Complete Section II for Group Service

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

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

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

Ambulatory	Wheelchair	Stretcher	Group
Leave Blank	Leave Blank	Leave Blank	Do NOT Complete Section II for Group Service

Effective Rate for **Contracted Services**:
 per **Passenger Mile** =
 per **Passenger Trip** =

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

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

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

Worksheet for Multiple Service Rates

CTC: **Lake County Board** Version 1.4
 County: **Lake County**

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

SECTION III: Escort Service

1. Do you want to charge all escorts a fee?.....
 Yes
 No
Skip #2 - 4 and Section IV and Go to Section V
2. If you answered Yes to #1, do you want to charge the fee per passenger trip OR
 Pass. Trip **Leave Blank**
 Pass. Mile
3. If you answered Yes to # 1 and completed # 2, for how many of the projected Passenger Trips / Passenger Miles will a passenger be accompanied by an escort? Leave Blank
4. How much will you charge each escort?..... Leave Blank

SECTION IV: Group Service Loading

1. If the message "**You Must Complete This Section**" appears to the right, what is the projected total number of Group Service Passenger Miles? (otherwise leave blank)..... **Do NOT Complete Section IV**
- And what is the projected total number of Group Vehicle Revenue Miles? **Loading Rate** 0.00 to 1.00

SECTION V: Rate Calculations for Multiple Services:

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

		RATES FOR FY: 2017 - 2018			
		Ambul	Wheel Chair	Stretcher	Group
Projected Passenger Miles (excluding totally contracted services addressed in Section II) =	1,191,427	= 934,001	+ 257,097	+ 329	+ Leave Blank
Rate per Passenger Mile =		\$1.94	\$3.33	\$6.93	\$0.00
					per passenger per group

		Ambul	Wheel Chair	Stretcher	Group
Projected Passenger Trips (excluding totally contracted services addressed in Section II) =	86,844	= 68,080	+ 18,740	+ 24	+ Leave Blank
Rate per Passenger Trip =		\$26.63	\$45.65	\$95.10	\$0.00
					per passenger per group

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

		Combination Trip and Mile Rate			
		Ambul	Wheel Chair	Stretcher	Group
...INPUT the Desired Rate per Trip (but must be less than per trip rate above) =		<input type="text"/>	<input type="text"/>	<input type="text"/>	Leave Blank
Rate per Passenger Mile for Balance =		\$1.94	\$3.33	\$6.93	\$0.00
					per passenger per group

		Rates If No Revenue Funds Were Identified As Subsidy Funds			
		Ambul	Wheel Chair	Stretcher	Group
Rate per Passenger Mile =		\$3.81	\$6.53	\$13.61	\$0.00
					per passenger per group
Rate per Passenger Trip =		\$52.29	\$89.65	\$186.76	\$0.00
					per passenger per group

Program These Rates Into Your Medicaid Encounter Data

APPENDIX F

Operator Contract

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA
AND
MCDONALD TRANSIT ASSOCIATES, INC.
FOR TRANSPORTATION OPERATIONS AND MAINTENANCE
REP #17-0202**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County", by and through its Board of County Commissioners, and McDonald Transit Associates, Inc., a foreign corporation authorized to do business in the State of Florida, its successors and assigns, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the County has publicly submitted a Request for Proposals (RFP), #17-0202, for procurement of a firm to provide Transportation Operator services and fleet maintenance for the County's Transportation Disadvantaged Program, and the County's fixed route service for LakeXpress, and ADA Complementary Services (hereinafter the "Services"); and

WHEREAS, the County serves in the capacity as the Community Transportation Coordinator (CTC), as authorized under Chapter 427, Florida Statutes; and

WHEREAS, the Contractor desires to perform such services subject to the terms of this Agreement; and

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

- 1. RECITALS.** The foregoing recitals are true and correct and incorporated herein.
- 2. PURPOSE.** The purpose of this Agreement is to establish a contract for various services in support of Lake County's Lake County Connection, ADA/Transportation Disadvantaged (TD) paratransit service and the County's fixed route service (LakeXpress). Such services shall be in compliance with all relevant requirements directed by the Federal Transit Administration (FTA), the Florida Department of Transportation (FDOT) and Lake County itself, and any associated funding partners. The services to be provided by the Contractor are generally described as the provision of operations of the transit program including drivers, and completion of all scheduling and reporting required to successfully perform the public transportation function and full maintenance of all associated transit vehicles. The County will provide all vehicles to be used in direct support of the LakeXpress and Lake County Connection. The County will also provide all associated fuel cards and all associated vehicle maintenance services other than those specifically assigned to the Contractor within the Scope of Work.
- 3. TERM; RENEWAL.** The term of this Agreement shall begin on February 1, 2017, and continue through January 31, 2020. Services under the Scope of Work relating to Transit Operations shall commence on February 1, 2017, with full assumption of responsibility to commence no later than April 1, 2017. The full assumption of maintenance services and functions, as set forth in the Scope of Work, shall

commence no later than April 1, 2017. Prior to or upon completion of the initial term of this Agreement, the County reserves the sole right to renew this Agreement for four (4) additional one (1) year terms. For the initial ninety (90) days of operations under this Agreement, the County will closely monitor the performance of the Contractor against the Performance Standards, identified elsewhere herein, to ensure that standards have been established that are appropriate and fair. Any standard determined by the County to be unrealistic may be amended. Any Contractor performance that is determined by the County to be below an appropriately stated standard will require corrective action by the Contractor in accordance with the terms of this Agreement.

4. PRICE ADJUSTMENT. Prior to completion of each exercised contract year, the County may consider any appropriate adjustment, upward or downward, to price based on changes in the following pricing index: CPI-W Urban Local. It is each individual party's responsibility to request any pricing adjustment in writing under this provision. A written request for adjustment should be submitted from the requesting party to the other party thirty (30) calendar days prior to expiration of the then current contract year. The adjustment request must clearly substantiate the requested change. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the Contractor, and if the County has not in turn initiated any downward adjustment based on index changes, the County will assume that the Contractor has agreed that the following contract year may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new contract period shall not be considered.

It is expressly understood that any variation from estimated quantities, set forth in the Pricing Table (**Attachment C**) in and of itself shall not be cause for any adjustment in unit pricing.

The County reserves the right to reject any written price adjustments submitted by the Contractor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of this Agreement beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the Contractor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

5. SCOPE OF SERVICES. On the terms and conditions set forth in this Agreement, the County hereby engages the Contractor to provide the services identified in **Attachment A**, attached hereto and incorporated herein by reference. In addition to the Scope of Work identified in **Attachment A**, the parties shall be bound by the following provisions:

(a) The parties agree and acknowledge that this Agreement is being entered into by the County based upon the representations made by the Contractor in its Proposal submitted under RFP 17-0202. The Proposal is attached hereto and incorporated herein by reference as **Attachment B**, and constitutes a material part of this Agreement. Any conflicts between the Proposal and this Agreement shall be resolved in favor of the provision most favorable to the County, as determined by the County.

(b) The parties agree that any conflicts between this Agreement, its exhibits, or any regulations governing the provision of transportation and maintenance services shall be resolved in favor of the provision which ensures continued State or Federal funding and/or which is the most favorable to the County, in the County's sole discretion.

6. PAYMENT. The Contractor shall submit monthly invoices by the tenth (10th) calendar day of each month. **Invoices shall be submitted in duplicate to the Department of Community Services, Transit Manager, at P.O. Box 7800, Tavares, Florida 32778. Each invoice shall contain the RFP number, a detailed description of services and fees, dates and locations of services, and confirmation**

of acceptance of the goods or services by the appropriate County representative. The invoices shall reflect the monthly fixed flat fee and charges for service performed in the prior month as set forth in the Pricing Schedule, attached and incorporated herein as **Attachment C**.

For any maintenance or repair service performed, the invoices shall contain the contract and/or purchase order number, date and location of delivery or service, vehicle number, and confirmation of acceptance of the goods or services by the appropriate County representative (i.e. delivery ticket signed by an authorized representative of the County at the time the items were delivered and accepted) in addition to the general invoice requirements set forth herein. Advance payments are not authorized. Payment will be made only for actual services and/or repairs that have been received.

The Contractor shall submit invoices free of mathematical errors and/or missing supporting documentation. Upon finding an error and/or missing documentation, the County will return the invoice to the Contractor. The Contractor shall promptly resubmit the revised invoice to the County. Failure to identify an error does not waive any of the County's rights.

(a) **Time of Payment by County.** The County shall make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment, and the Contractor may be considered in default of contract and the contract may be terminated.

(b) **Additional Information.** The County may request additional documentation from the Contractor prior to payment of any invoice or bill from the Contractor in compliance with all applicable state and federal procurement requirements. The County may disallow and deduct any cost for which proper documentation is not provided.

(c) **Receipt of Payment by Contractor as Waiver Against County.** The acceptance by the Contractor, its successors, or assigns, of any progress or final payment due pursuant to this Agreement, shall constitute a full and complete release of the County from any and all claims, demands, or causes of action whatsoever that the Contractor, its successors, or assigns may have against the County or in connection with the Services performed hereunder, through the date that the Services are rendered and for which such payment is made.

(d) **Subcontractors.** In the event the Contractor is utilizing any subcontractors for the furnishing of Services (which would only be as permitted in the Proposal), then, upon request by the County, the Contractor shall provide to the County copies of billings, invoices and other documentation which may be received from any such subcontractors in support of the Contract, and, in addition, the Contractor will obtain releases from time to time in favor of the County from any subcontractor(s) for work so performed by that subcontractor. The County shall have the right as necessary to directly contact and discuss with the subcontractor any work performed by that subcontractor under the Proposal, but the County will not have any liability or obligation to said Subcontract to said subcontractor(s).

(e) **Annual Budget Amount.** The Contractor is aware that the County adopts an annual budget which will provide for the payment of the Contractor under this Agreement, and that this Agreement is subject to the adoption by the County of the annual budget.

(f) **Hourly Rates.** Any hourly rates quoted shall be deemed to provide full compensation to the Contractor for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The Contractor shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this Agreement, and any other

applicable laws of the State of Florida.

7. CONTRACTOR'S OBLIGATIONS.

(a) **Furnishing of Materials and Labor.** The Contractor shall, for the consideration set forth herein, and at its sole cost and expense, as an independent contractor, provide all labor, materials, equipment, tools, supplies and incidentals necessary to perform this Agreement in the manner and to the full extent as set forth in the Proposal or Scope of Work.

(b) **Standard of Care.** The Contractor shall furnish, provide or fulfill its obligations under this Agreement in a professional manner to the reasonable satisfaction of the duly authorized representatives of the County, who shall have, at all times, full opportunity to monitor the services performed under this Agreement.

(c) **Compliance with Applicable Requirements.** The Contractor shall conform to all applicable governmental requirements and regulations, whether or not such requirements and regulations are specifically set forth in the Proposal, including but not limited to those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). The Contractor in this regard understands that the County is a public agency which receives both federal and state funding and, if applicable, the Proposal and the performance by the Contractor shall be subject to any applicable rules and regulations promulgated by the Federal Transit Administration (FTA) and/or the Florida Department of Transportation (FDOT) and any of the other funding partners. The Contractor shall abide by the provisions contained in the Federal Clause Set for FTA Grant or Stimulus Programs, attached hereto and incorporated herein by reference as **Attachment D**. The Contractor shall also be bound by the Certifications contained in **Attachment E**, attached hereto and incorporated herein by reference.

(d) **Payment of Taxes and Fees.** The Contractor shall pay license fees and all sales, consumer, use and other similar taxes relating to this Agreement, and the matters to be performed thereunder. The County is exempt from payment of Florida sales and use taxes. The County will sign an exemption certificate submitted by the Contractor, if requested. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials. The County reserves the right to "direct buy" any materials to be furnished by the Contractor under the Proposal and, if the County so submits, then the parties will enter into an appropriate agreement reflecting said direct purchase, the effect of which will be for the County to directly purchase those materials, for the contract amount to be reduced by the amount of the purchase price paid by the County for said materials, and for those materials to be physically acquired and/or delivered to the Contractor, who will install them or deliver them as provided in the Proposal, with full warranties regarding those materials as if those materials were purchased from the Contractor. Any bonds furnished by the Contractor will apply to those materials.

(e) **FICA.** The Contractor shall be responsible for payment of its employee(s)' Federal Insurance Contributions Act benefits with respect to this Agreement.

(f) **Permits and Approvals.** Unless otherwise expressly set forth in the Proposal, the Contractor shall be responsible to secure, at the Contractor's expense, all necessary permits, licenses and approvals. The Contractor shall promptly furnish copies of all such permits and approvals to the County as and when obtained.

(g) **Tests and Inspections.** The Contractor shall be responsible to coordinate all tests and inspections necessary for the proper execution and timely completion of this Agreement.

(h) **Indemnification.** The Contractor understands that in performing the Services hereunder it will be responsible for the consequences of its own actions. Therefore, the Contractor agrees that it will indemnify, defend and hold harmless the County as well as the County's commissioners, officers, directors, employees, agents and representatives and each of the heirs, executors, successors and assigns of each of the foregoing from, against and in respect of all claims, liabilities, obligations, losses, costs, expenses, penalties, fines and judgments (at equity or at law) and damages whenever arising or accruing (including, without limitation, amounts paid in settlement, costs of investigation and reasonable attorneys' fees and expenses) arising out of or related to the Contractor's performance of the Services hereunder, including, without limitation, any acts or omissions with respect thereto.

(i) **Insurance.** The Contractor shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida and which are acceptable to the County, policies of insurance containing the following types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or nonperformance of services under this Agreement by the Contractor or by anyone directly or indirectly employed by the Contractor, or by anyone for whose acts the Contractor may be liable. Failure to obtain and maintain such insurance as set out below will be considered a breach of contract and may result in termination of this Agreement for default. The Contractor shall not commence work under this Agreement until the County has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$5,000,000/5,000,000
Products-Completed Operations	\$5,000,000
Personal & Adv. Injury	\$5,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

The following additional coverages must also be provided:

Garage Liability at coverage value:	\$1,000,000
Garage Keepers on a Direct Primary basis at coverage value:	\$1,000,000
Each Auto	\$500,000
Each Occurrence	\$5,000,000

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$5,000,000
Uninsured Motorist/Under-Insured Motorist Liability:	
Per Person Limit	\$1,000,000
Per Accident Limit	\$1,000,000

Both the General Liability and Automobile policies must be endorsed to include the following additional

insured language: "Lake County is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers' compensation insurance, the Contractor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

The cyber insurance policy must cover, but not be limited to: 1) Coverage for third party claims and losses with respect to network risks and invasion of privacy, 2) Crisis management and identity theft response costs; 3) Cyber extortion; 4) Computer fraud coverage, and 5) Funds transfer loss.

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the Contractor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

The Contractor is required to provide a copy of the all policy endorsement(s) providing the required coverage and notification provisions prior to execution of the final contract.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/SOLICITATION) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Contractor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Contractor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions, or the Contractor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for default.

Neither approval by the County of any insurance supplied by the Contractor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the Contractor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

(j) **Public Funding/Additional Terms or Conditions.** In the event that the County obtains funding, in whole or in part, from a public entity (e.g., Federal Transit Administration, Florida Department of Transportation, Department of Homeland Security, etc.) for the Services, there may be additional conditions imposed by said funding agency, including for example, a requirement that the Contractor comply with any rules and regulations promulgated by that funding agency. The County has attempted to identify in the RFP and this Agreement the source of funding available to the County as well as any requirements of any such funding agency, but, in any event, the Contractor will be required to comply with any requirements imposed by the funding agency. The Contractor specifically agrees to so comply with said requirements, without any adjustments or increase in the amount to be paid to the Contractor, **provided, however,** if said requirement is not contained in the RFP or this Agreement and said requirement is both material and would impose on the Contractor a material burden, then the Contractor would be entitled to submit to the County a change order for any additional cost of compliance by the Contractor.

(k) **Additional Information.** The Contractor, at the request of the County, shall further provide to the County such other information as the County may reasonably request from time to time. Further, the Contractor shall at the County's request meet and have its employees and representatives meet with the County, municipalities, and other transportation stakeholders from time to time, regarding the public transit program described under this Agreement.

(l) **E-verify.** The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Agreement; and

Shall expressly require any contractor and subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

(m) **Health Insurance Portability and Accountability Act (HIPAA).** Any person or entity that performs or assists the County with a function or activity involving the use or disclosure of "individually identifiable health information" (IIHI) and/or "Protected Health Information" (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security and electronic transfer standards that include but are not limited to:

1. Use of information only for performing services required by this Agreement or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to the County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to the County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to the County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

The Contractor agrees to comply with, and assures the compliance of its employees and subcontractors with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Contractor shall include these provisions in any subcontract associated with the completion of the Scope of Services hereunder.

(n) **Key Contractor Personnel.** The Contractor represents in executing this Agreement that each person listed or referenced in the Contractor's Proposal submitted in response to RFP 17-0202 and in the Scope of Work, specifically the general manager, operations manager, safety manager, maintenance manager, and all road supervisors, is available to perform the services described for the County, barring illness, accident, or other unforeseeable events of a similar nature in which case the Contractor shall promptly provide a qualified replacement. The applicability to road supervisors extends until such time as the Contractor is operating from a single location. In the event the Contractor desires to substitute personnel, the Contractor shall propose a person with equal or higher qualifications and each replacement person is subject to prior written approval of the County. In the event the requested substitute is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to terminate this Agreement for cause.

(o) **Local Office.** To ensure responsive support to the overall function, the Contractor shall maintain an office within the geographic boundaries of Lake County, preferably in the area that LakeXpress operates. The office shall be staffed by a competent company representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining this Agreement. There shall be ample vehicle storage space at the local office to the County's satisfaction. The County reserves the right

to perform an inspection of the local office during the term of this Agreement, and to terminate this Agreement for cause if the size, location and overall safety and functionality of the local office does not serve the best interests of the County.

(p) **Vehicle Inspection.** The Contractor and the County shall jointly inspect the interior and exterior each County-owned vehicle that will be utilized by the Contractor in performance of the Services identified hereunder. A written inspection report shall be generated for each vehicle documenting its mechanical and overall condition prior to the Contractor placing that vehicle into service in the performance of the Contractor's obligations hereunder. The report shall provide all information as set forth on Attachment F, attached and incorporated by reference herein.

(q) **Other Entity Transportation.** In no event shall the Contractor be permitted to utilize any County-owned vehicles or County resources for provision of services to any other entity.

(r) **Advertising.** The Contractor shall provide access to advertising vendors under contract to the County for the purpose of installing and maintaining advertising signs on the exterior and interior of County owned vehicles upon written approval and notification of the County. Revenues from advertising shall be paid from vendors to the County. The Contractor shall not have authority to advertise on or in County owned vehicles. The vendor contracted by the County to install such advertising shall be insured in compliance with County requirements, and shall be responsible for any damages to vehicles used by the Contractor in performance of its obligations under this Agreement caused in relation to installation and/or removal of said advertising.

(s) **Labor, Materials, and Equipment Shall be Supplied by the Contractor.** Unless otherwise stated in this solicitation the Contractor shall furnish all labor, material and equipment necessary for satisfactory performance under this Agreement. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

(t) **Materials May be Maintenance Certified.** The County hereby agrees that materials supplied by the Contractor in conjunction with this Agreement may be original vehicle manufacturer (OEM) maintenance certified (re-manufactured, rebuilt, or re-conditioned) as long as they are warranted for merchantability, and carry a warranty equal to new products. Any remanufactured, aftermarket, or fabricated parts shall meet or exceed OEM warranty standards. In the event any of the materials supplied to the County by the Contractor are found to be defective or do not conform to specifications, the County reserves the right to either (1) cancel the order and return such materials to the Contractor at the Contractor's expense; or (2) require the Contractor to replace the materials at the Contractor's expense. The Contractor's supplier of maintenance certified equipment should be easily identifiable to the County.

(u) **Material Safety Data Sheet (MSDS).** It is a Contractor responsibility to ensure that the County has received the latest version of any MSDS required by 29 CFR 1910.1200 with the first shipment of any hazardous material. Also, at any time the content of an MSDS is revised, the Contractor shall promptly provide a new MSDS to the County with the new information relevant to the specific material.

(v) **Minimum Wages.** Under this Agreement, the wage rate paid to all laborers, mechanics and apprentices employed by the Contractor for the work under this Agreement, shall not be less than the wage rates for similar classifications of work as established by the Federal Government, including those enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature

by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

(w) **Omission from the Specifications.** The apparent silence of this specification and any addendum regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this Agreement.

(x) **Wage Increases Mandated by Governmental Agencies.** When any change in the basic wage rate to be paid to Contractor employees being utilized under this Agreement is mandated by a governmental activity (e.g.; a change in the Federal Minimum Wage or other governmentally mandated wage structure), the Contractor may submit a request for equitable adjustment. This adjustment request must be based strictly on the impact of the mandated change.

8. NO DISCRIMINATION/REQUIREMENTS.

(a) **Non-Discrimination.** Neither the Contractor nor any of its subcontractors shall discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the County deems appropriate.

(b) **DBE Requirements.** The Contractor is specifically advised that the County has established a Disadvantaged Business Enterprise ("**DBE**") policy and procedure that together set an overall race-neutral goal of 12.4% participation for such businesses under State or Federal grant funded projects. The Contractor shall make a good faith effort to meet the DBE participation rate described herein. DBE is permitted for services and goods such as vehicle cleaning, uniforms, customer service, and janitorial service. The Contractor shall have the right, with approval of the County, to utilize other DBEs if the Contractor is unable to contract with the DBE named in the Proposal at rates acceptable to Contractor.

9. **PUBLIC RECORDS.** The County is a political subdivision of the State and is subject to Florida's Public Records Act, Chapter 119, Florida Statutes (the "**Public Records Act**"). It is possible that the Contractor, as a result of this Agreement, may also be subject to the Public Records Act and, if so, the Contractor will promptly respond in accordance with said statute to any and all third party requests for "public records," as that term is defined in the Public Records Act. In regard to any such request, the Contractor will promptly notify the County. The County's determination as to the necessity of such response shall be presumptively correct.

Pursuant to Section 119.0701, Florida Statutes, the Contractor shall comply with the Florida Public Records' laws, and shall:

(a) Keep and maintain public records required by the County to perform the services identified herein.

(b) Upon request from the County's custodian of public records, provide the County 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 for by law.

(c) 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 contract term

and following completion of the contract if the Contractor does not transfer the records to the County.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, TOMIKA MONTERVILLE, AT LAKE COUNTY, P.O. BOX 7800, TAVARES, FL 32778, OR AT 352-323-5733, OR VIA EMAIL AT TMONTERVILLE@LAKECOUNTYFL.GOV.

10. COUNTY PROPRIETARY INFORMATION. The Contractor may, by virtue of this Agreement, come into possession of certain non-publicly available information relating to the County, which information may or may not be proprietary to the County (the "**Information**"). In any event, the Contractor agrees that any such Information is solely for the purpose of enabling the Contractor to fulfill its duties and obligations under this Agreement, and the Contractor may not use any such Information for any other purpose whatsoever without the express, written permission of the County. By way of illustration and not limitation, any such Information may not be used by the Contractor in submitting a Request for Proposal for any other purpose, whether to the County or to any other third party. Upon the expiration or termination of this Agreement, the Contractor will return to the County any proprietary Information and will not, without the County's prior written approval, keep or maintain any copies or transcripts thereof.

11. TERMINATION.

(a) **Default by Contractor.** The County may, in its sole and absolute discretion, by written notice of default to the Contractor, terminate all or any part of this Agreement if (i) the Contractor fails to perform the Services described herein, within the time specified herein or any extension hereof; or (ii) if the Contractor fails to satisfy any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms; and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the County may in its sole discretion authorize in a writing signed by the County Procurement Manager) after receipt of notice from the County specifying such failure. In the event that the County elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of this Agreement, such waiver by the County shall not limit the County's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement. In the event of termination for default, the County may procure another vendor to provide the services and the Contractor shall bear all costs of such re-procurement.

(b) **Termination by County for Convenience.** This Agreement may be terminated by the County in its absolute discretion, in whole or in part, whenever the County shall determine that such termination is in its best interest. Any such termination shall be effected by delivery of a notice of

termination by the County to the Contractor, signed by the County's Procurement Manager or other official, specifying the extent to which performance of work under this Agreement is terminated, and the date upon which such termination becomes effective; provided, however, that the Contractor shall be given a minimum of thirty (30) days' notice written notice. The Contractor shall be paid its costs, including contract closeout costs, and profit on Services performed by the Contractor up to the effective date of termination. The Contractor shall promptly submit its claim for final payment to the County.

(c) **Termination Due to Unavailability of Funds.** When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, this Agreement shall be cancelled and the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered hereunder.

(d) **Remedies for Default by Contractor.** If this Agreement is terminated by the County for default by the Contractor, the County shall, except as otherwise expressly set forth in the Proposal, retain any and all remedies available for it against the Contractor, all of which remedies shall be cumulative. By way of illustration and not limitation, the County may proceed to obtain the remaining Services from another third party and thereby recover from the Contractor any "excess costs" incurred by the County in so doing.

12. DISPUTE RESOLUTION. If there is any controversy or claim arising out of or relating to this Agreement, or the breach thereof (collectively, a "**Legal Dispute**"), the parties agree that the County shall have the sole and exclusive discretion to elect which of the means set forth below that the County and the Contractor shall use to settle the Legal Dispute. At the sole discretion and option of the County, the parties shall attempt to resolve any Legal Dispute by one or more of the following and abide by the provisions thereto.

(a) **Informal Meeting Between the Parties.** If the County decides that the parties should initially attempt to resolve the Legal Dispute informally, then the parties agree to a meeting between the County and the Contractor's CEO (or other such officer with equivalent binding authority) whereby both parties try in good faith to settle the dispute and reach an agreement. Any meeting required hereunder shall take place within the geographic boundaries of Lake County.

(b) **Mediation.** If the County decides that the parties should attempt to resolve the Legal Dispute by mediation, then the parties agree to try in good faith to settle the dispute by mediation which shall follow the practices and procedures as set forth by the Circuit Court of Lake County Florida, subject to the Florida Rules of Appellate Procedure 9.700-9.740 and conducted by a Florida Supreme Court Certified Mediator before resorting to judicial action. Any such mediation shall be held in Lake County, Florida. Arbitration shall not be permitted.

(c) **Court of Law.** If the County decides that a Legal Dispute should be resolved in a court of law, then any action, suit or proceeding arising in conjunction with the Legal Dispute shall be brought exclusively in the Fifth Judicial Circuit of the State of Florida or the United States District Court for the Middle District of Florida, Orlando Division, as appropriate.

Nothing in this Section shall in any way limit the right of the County to terminate this Agreement under Section 12 hereof.

13. NOTICES. All notices shall be made to the addresses listed provided below:

(a) The Contractor's primary point of contact for daily operations of the Services pursuant to this Agreement is: **Kenneth Fischer, Senior Vice President, 776 Osprey Drive, Port Orange, FL 32119.**

(b) The Contractor's primary point of contact for legal notice and authority to modify or act under this Agreement is: **County Manager, P.O. Box 7800, Tavares, Florida 32778 with a copy to County Attorney, P.O. Box 7800, Tavares, Florida 32778**

(c) The Contractor may appoint other individuals upon written notice to, and approval by, the County. The Contractor shall provide written notice to the County promptly with respect to any changes to the aforesaid contact information.

(d) As of the date hereof, the County designates, Transit Manager, Department of Community Services, whose address is P.O. Box 7800, Tavares, Florida 32778 (the "**Project Manager**") with respect to the Contractor's performance of this Agreement, and who will also serve as the primary point of contact for operational issues. The County may change such designation upon written notice to the Contractor. Copies of any notices required hereunder shall be additionally sent to the County Manager at P.O. Box 7800, Tavares, Florida 32778.

(e) The Project Manager, and all other officers, employees, executives, agents and representatives of the County have only such authority to act on behalf of and bind the County to the extent granted to such individuals by the Lake County Board of County Commissioners, and no apparent authority of any such individuals shall be binding upon the County. No individual shall have the authority to act pursuant to this Agreement or to modify or amend this Agreement except in accordance with the County's Procurement Policies and Procedures, and such other policies and procedures that may be adopted by the County pursuant thereto. No such action, modification or amendment shall be valid or binding upon the County, if the authorizing representative of the County has exceeded the authority actually granted to such individual by the County's Governing Board.

14. MISCELLANEOUS.

(a) **Governing Law.** The parties mutually acknowledge and agree that this Agreement shall be construed in accordance with the laws of the State of Florida, without regard to the internal law of Florida regarding conflicts of law.

(b) **Attorney Fees.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, claim, or misrepresentation arising out of or in connection with any of the provisions of this Agreement, the prevailing party or parties shall be entitled to recover its or their reasonable attorneys' fees (including paralegals' fees), court costs, expenses, and costs of experts and investigation, whether at trial, upon appeal, or during investigation by such prevailing party or parties in prosecuting or defending such legal action or other proceeding.

(c) **Waiver of Jury Trial.** Each party hereby agrees not to elect a trial by a jury of any issue triable of right by jury, and waives any right to trial by jury fully to the extent that any such right shall now or hereafter exist with regard to this Agreement, or any claim, counterclaim or other action arising in connection therewith. This waiver of right to trial by jury is given knowingly and voluntarily by each party, and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue.

(d) **Assignment by Contractor.** The County has selected the Contractor to render the Services based in substantial part on the personal qualifications of the Contractor; as such, the Contractor may not assign or transfer any right or obligation of this Agreement in whole or in part, without the prior written consent of the County, which consent may be granted or withheld in the sole discretion of the County. Any direct or indirect change in the ownership (legal or equitable) of a controlling and/or a majority interest of the Contractor, whether such change in ownership occurs at one time or as a result of sequential incremental

changes, and whether said change is by sale, assignment, hypothecation, bequest, inheritance, operation of law, merger, consolidation, reorganization or otherwise, shall be deemed an assignment of this Agreement subject to the consent of the County. The Contractor may utilize subcontractors as otherwise permitted and provided in the Proposal. Any assignment or transfer of any obligation under this Agreement without the prior written consent of the County shall be void, ab initio, and shall not release the Contractor from any liability or obligation under this Agreement, or cause any such liability or obligation to be reduced to a secondary liability or obligation.

(e) **Captions and Headings.** The captions and headings provided herein are for convenience of reference only and are not intended to be used in construing the terms and provisions hereof.

(f) **Number And Gender.** Whenever herein the singular or plural is used the same shall include the other where appropriate. Words of any gender shall include other genders when the context so permits.

(g) **Multiple Counterparts.** This Agreement may be executed in a number of identical counterparts each of which is an original and all of which constitute collectively one agreement. In making proof of this Agreement in any legal action, it shall not be necessary to produce or account for more than one such counterpart.

(h) **Survival.** Should any provision of this Agreement be determined to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired.

(i) **No Third-Party Beneficiary.** It is specifically agreed that this Agreement is not intended by any of the provisions of any part of this Agreement to establish in favor of any other party, the public or any member thereof, the rights of a third-party beneficiary hereunder, or to create or authorize any private right of action by any person or entity not a signatory to this Agreement to enforce this Agreement or any rights or liabilities arising out of the terms of this Agreement.

(j) **Right to Audit.** The County reserves the right to require the Contractor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement, at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for five (5) years following expiration of this Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of any work hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the County's audit shall be reimbursed to the County by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the County's audit findings to the Contractor.

(k) **Independent Contractor.** The Contractor agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the County. The Contractor shall have no authority to contract for or bind the County in any manner and shall not represent itself as an agent of the County or as otherwise authorized to act for or on behalf of the County.

Additionally, the Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

15. AMENDMENT OF CONTRACT. This Agreement may not be modified or amended without the prior written consent of the party to be charged by said amendment or modification. This provision may not itself be changed orally. The Contractor specifically is aware and understands that any material or substantial change to this Agreement may require written approval of County for any such change to be valid.

16. SOVEREIGN IMMUNITY. The Contractor understands and is aware that County is a political subdivision of the State of Florida and is, therefore, entitled to the benefits of "sovereign immunity" in accordance with Florida Law, including Section 768.28, *Florida Statutes*. In that regard, nothing contained in this Agreement or in any of the dealings between the Contractor and the County shall at any time be deemed to be or in any event be a waiver by the County of the provisions of sovereign immunity which waiver, to be effective at all, must be expressly and specifically approved by the County. Accordingly, no document executed by any County representative will be effective in any way to waive or modify the provisions of sovereign immunity in connection with the County.

17. ENTIRE AGREEMENT. This Agreement, including the Proposal referenced above, together with any attachments hereto constitutes the entire agreement between the parties, and incorporates all discussions between the parties. This Agreement may not be amended or modified except by a writing signed by the party to be charged.

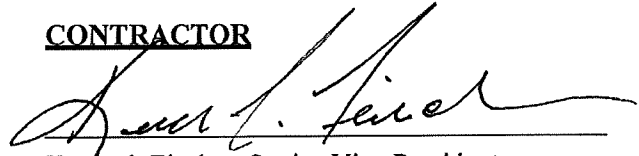
18. EXHIBITS. The following exhibits are attached hereto and incorporated by reference as material parts of this Agreement:

- Attachment A: Scope of Work (including Addenda)
- Attachment B: Proposal
- Attachment C: Pricing
- Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs
- Attachment E: Certifications
- Attachment F: Vehicle Audit Report

Agreement between Lake County, Florida and McDonald Transit Associates, Inc. for Transportation Operations and Maintenance; RFP #17-0202

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chair and by CONTRACTOR through its duly authorized representative.

CONTRACTOR



Kenneth Fischer, Senior Vice President
McDonald Transit Associates, Inc.

This 6th day of January, 2017.

COUNTY

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

Neil Kelly, Clerk of the Board
of County Commissioners
of Lake County, Florida

Timothy I. Sullivan, Chairman

This ____ day of _____, 2017.

Approved as to form and legality:

Melanie Marsh
County Attorney

Attachment A: Scope of Work

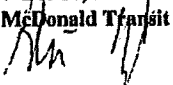
(See Attached CD)

Attachment B: Proposal

(See Attached CD)

Attachment C: Pricing

(Page 1 of 4)

BEST AND FINAL OFFER PRICING TABLE
RFP 17-0202 PUBLIC TRANSPORTATION OPERATOR SERVICES
DUE DATE AND TIME: 9 Dec 16, 3:00 PM
FULL VENDOR NAME: McDonald Transit
VENDOR SIGNATURE: 

Pricing Section A. General Operations

Description	Estimated Annual Quantity	Unit	Unit Price	Extended Annual Price
Fixed Route (Per Hour)				
Item A.1: Large Bus (35' or larger) per revenue hour up to 34,000 hours	34,000	Hour	\$ 41.37	\$ 1,406,580.00
Item A.2: Large Bus (35' or larger) per revenue hour over 34,000 hours	150	Hour	\$ 36.23	\$ 5,434.50
Item A.3: Small Bus (less than 35') per revenue hour	5,000	Hour	\$ 41.37	\$ 206,850.00
Deviated Fixed Route (Per Hour)				
Item A.4: Large Bus (35' or larger) per revenue hour up to 200 hours	200	Hour	\$ 41.37	\$ 8,274.00
Item A.5: Large Bus (35' or larger) per revenue hour over 200 hours	40	Hour	\$ 36.23	\$ 1,449.20
Paratransit/TD (Per Trip)				
Item A.6: Small Bus (less than 35') per trip up to 80,000 trips	80,000	Trip	\$ 27.75	\$ 2,220,000.00
Item A.7: Small Bus (less than 35') per trip over 80,000 trips	5,000	Trip	\$ 22.06	\$ 110,300.00
Emergency-Related Stand-by				
Item A.8: Emergency-related stand-by or non-scheduled trips per driver hour up to 100 hours (Excluding County-wide Emergency Events)	100	Hour	\$ 36.23	\$ 3,623.00
Item A.9: Emergency-related stand-by or non-scheduled trips per driver hour over 100 hours (Excluding County-wide Emergency Events)	20	Hour	\$ 36.23	\$ 724.60
Total Extended Annual Price for Pricing Section A:				\$ 3,963,235.30

Note 3

Attachment C: Pricing

(Page 2 of 4)

Pricing Section B, Maintenance Functions

Description	Estimated Annual Quantity	Unit	Unit Price	Extended Annual Price	
Item B.1: Monthly firm fixed flat rate fee as described above	12	Month	\$ 29,551.57	\$ 354,618.84	
Item B.2: Markup percentage over direct cost for use of subcontractors	\$ 250,000.00	Percent	1.0583	\$ 264,575.00	Note 4
Item B.3: Markup percentage over direct cost for parts used in repairs	\$ 300,000.00	Percent	1.0583	\$ 317,490.00	Note 4
Item B.4: Inspection PM – B: Every 3,000 mile Minor preventative maintenance routine (all non-revenue and revenue gasoline vehicles and other buses)	403	Each	\$ 40.26	\$ 16,224.78	Note 2
Item B.5: Not used	0	Each			
Item B.6: PM-B: Every 5,000 mile Minor preventative maintenance routine (all diesel revenue and non-revenue buses and vehicles)	125	Each	\$ 116.71	\$ 14,588.75	Note 2
Item B.7: Inspection PM- C: Every 5,000 mile Major Inspection (on all diesel revenue vehicles)	103	Each	\$ 362.85	\$ 37,373.55	Note 2
Item B.8: Inspection PM-C: Every 3,000 mile Major Inspection (on all gasoline revenue vehicles)	403	Each	\$ 40.26	\$ 16,224.78	Note 2
Item B.9: Inspection PM-C: Every 6,000 mile Major Inspection (on all buses and non-revenue vehicles)	306	Each	\$ 109.90	\$ 33,629.40	Note 2
Item B.10: Inspection PM-D: 18,000 mile Major Inspection (Paratransit Cutaway Buses)	6	Each	\$ 109.90	\$ 659.40	Note 2
Item B.11: Inspection PM-D: 75,000 mile Major Inspection (Gillig and similar Fixed Route Buses)	29	Each	\$ 588.44	\$ 17,064.76	Note 2
Item B.12: Inspection PM D: 12,000 mile Major Inspection (all buses and non-revenue vehicles in fleet)	153	Each	\$ 40.26	\$ 6,159.78	Note 2
Item B.13: Repair Labor: Crew Chief/Supervisor	1,680	Hour	\$ 27.73	\$ 46,586.40	
Item B.14: Repair Labor: Mechanic I	3,360	Hour	\$ 23.69	\$ 79,598.40	
Item B.15: Repair Labor: Mechanic II	3,360	Hour	\$ 25.21	\$ 84,705.60	
Item B.16: Repair Labor: Technician I	1,680	Hour	\$ 24.45	\$ 41,076.00	
Item B.17: Repair Labor: Technician II	1,680	Hour	\$ 26.47	\$ 44,469.60	
Item B.18: Calculated monthly charge for all wash services stated in the scope of work for a large bus. Estimated quantity is based on 16 vehicles serviced monthly.	192	Monthly Charge per vehicle	\$ 121.75	\$ 23,376.00	Note 1

Attachment C: Pricing

(Page 3 of 4)

Item B.19: Calculated monthly charge for all wash services stated in the scope of work for a small bus. Estimated quantity is based on 36 vehicles serviced monthly.	432	Monthly Charge per vehicle	\$ 75.76	\$ 32,728.32	Note 1
Item B.20: Calculated monthly charge for all wash services stated in the scope of work for a sedan. Estimated quantity is based on 8 vehicles serviced monthly.	96	Monthly Charge per vehicle	\$ 40.58	\$ 3,895.68	Note 1
Note: PM unit pricing includes all labor and material for the PM service itself (excluding additional repairs noted during inspection)					
Total Extended Annual Price for Pricing Section B:				\$ 1,435,045.04	

Attachment C: Pricing

(Page 4 of 4)

Pricing Section C, Towing and Hiking Charges

Description	Estimated Annual Quantity	Unit	Unit Price	Extended Annual Price
Item C.1: Towing – Paratransit Vehicle per mile during regular (3:30a.m. to 9:30p.m.) hours	1350	Mile	\$ 5.54	\$ 7,479.00
Item C.2: Towing – Fixed Route Bus per mile during regular (4:30a.m. to 9:30p.m.) hours	2000	Mile	\$ 5.97	\$ 11,940.00
Item C.3: Towing – Sedan, Other per mile during regular (5:30 am to 7:30 PM) hours	300	Mile	\$ 3.85	\$ 1,155.00
Item C.4: Towing – Paratransit Vehicle per mile outside regular (3:30a.m. to 9:30p.m.) hours	600	Mile	\$ 6.09	\$ 3,654.00
Item C.5: Towing – Fixed Route Bus per mile outside regular (4:30a.m. to 9:30p.m.) hours	1000	Mile	\$ 6.57	\$ 6,570.00
Item C.6: Towing – Sedan, Other, per mile outside regular (5:30 am to 7:30 PM) hours	200	Mile	\$ 4.23	\$ 846.00
Item C.7: Emergency Hiking per mile after regular (3:30a.m. to 9:30p.m.) hours- Paratransit Vehicle	750	Mile	\$ 1.32	\$ 990.00
Item C.8: Emergency Hiking per mile after regular (4:30a.m. to 9:30p.m.) hours) – Fixed Route Bus	800	Mile	\$ 1.59	\$ 1,272.00
Item C.9: Emergency Hiking per mile after regular (5:00a.m. to 9:30p.m.) hours – Sedan, Other	200	Mile	\$ 0.79	\$ 158.00
Item C.10: Hiking – Paratransit Vehicle per additional mile beyond 35 miles of Maintenance Facility	600	Mile	\$ 1.32	\$ 792.00
Item C.11: Hiking – Fixed Route Bus per additional mile beyond 35 miles of Maintenance Facility	300	Mile	\$ 1.59	\$ 477.00
Item C.12: Hiking – Sedan, Other per additional mile beyond 35 miles of Maintenance Facility	100	Mile	\$ 0.79	\$ 79.00

Total Extended Annual Price for Pricing Section C:	\$ 35,412.00
---	---------------------

Total Extended Annual Price for ALL Pricing Sections :	\$ 5,433,692.34
---	------------------------

Note 1 - Pricing includes vehicle exterior washing as per BAFO quantities of once per month per vehicle.

Note 2 - Includes labor, materials, and supplies to complete the PMI. Any defects found during PMI will be repaired on a work order basis.

Note 3 - McDonald Transit anticipates the need to replace non-revenue vehicles during the term of the contract. This may result in pricing that exceeds the CPI.

Note 4 - Work orders will include cost for parts plus sales tax.

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 1 of 55)

LAKE COUNTY, FLORIDA

FEDERAL FUNDING CLAUSE SET

FOR FTA GRANT OR STIMULUS PROGRAM

(Goods, Services and Construction)

Last Revision Date: September 2014

Note: any conflict between this clause set and any terms and conditions set forth in the specific solicitation and any resulting contract shall be resolved in favor of this clause set. The clauses noted with an asterisk specifically apply to this solicitation.

TABLE OF CONTENTS

Section A. - Federally Required and Other Model Contract Clauses

1. Fly America Requirements
2. Buy America Requirements (Certification required for contracts > \$100,000)
3. Charter Bus and School Bus Requirements
4. Cargo Preference Requirements
5. Seismic Safety Requirements (Construction contracts)
6. Energy Conservation Requirements
7. Clean Water Requirements
8. Lobbying (Certification required for contracts > \$100,000)
9. Access to Records and Reports
10. Federal Changes
11. Bonding Requirements
12. Clean Air
13. Recycled Products

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 2 of 55)

14. Davis-Bacon Act (Construction contracts >\$2,000)
15. Contract Work Hours and Safety Standards Act
16. Copeland Anti-Kickback Act
17. No Government Obligation to Third Parties
18. Program Fraud and False or Fraudulent Statements and Related Acts)
19. Termination
20. Government-wide Debarment and Suspension (Non-procurement)
21. Privacy Act Requirements
22. Civil Rights Requirements
23. Breaches of Contract and Dispute Resolution
24. Patent and Rights in Data, and Copyrights
25. Transit Employee Protective Agreements
26. Disadvantaged Business Enterprises (DBE)
27. State and Local Law Disclaimer
28. Incorporation of Federal Transit Administration (FTA) Terms
29. Drug and Alcohol Testing
30. Veterans Hiring Preference

Section B: Attachments: Certifications That Require Specific Entries to be completed and returned with Bid/Proposal Response

Attachment B.1: Buy America Certification

Attachment B.2: Certification Regarding Lobbying

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 3 of 55)

Attachment B.3: Disadvantaged Business Enterprise (DBE) Program Forms 1 and 2

Attachment B.4: Clause/certification: Bus Purchases

Attachment B.5: Clause/certification: Pre-Award and Post Delivery Audit Requirements

1. FLY AMERICA REQUIREMENTS

49 U.S.C. §5331 49 CFR Parts 53 and 654

Applicability to Contracts

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.

Flow Down

The Fly America requirements flow down from FTA recipients and sub-recipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Fly America Requirements –

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 4 of 55)

2. BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j) 49, FR Part 661

Applicability to Contracts

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000).

Flow Down

The Buy America requirements flow down from FTA recipients and sub-recipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j) (2) (C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient (LAKE County Transit) the appropriate Buy America certification (below) with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

NOTE: THE BUY AMERICA CERTIFICATION (required for contracts greater than \$100,000) is to be found as Attachment B.1 to this clause set

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 5 of 55)

3. CHARTER BUS REQUIREMENTS

49 U.S.C. 5323(d), 49 CFR Part 604

Applicability to Contracts

The Charter Bus requirements apply to the following type of contract: Operational Service Contracts.

Flow Down

The Charter Bus requirements flow down from FTA recipients and sub-recipients to first tier service contractors.

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

3a. SCHOOL BUS REQUIREMENTS

49 U.S.C., 323(ff) 49 CFR Part 605

Applicability to Contracts

The School Bus requirements apply to the following type of contract: Operational Service Contracts.

Flow Down

The School Bus requirements flow down from FTA recipients and sub-recipients to first tier service contractors.

School Bus Operations - Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 6 of 55)

4. CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 1241 46 CFR Part 381

Applicability to Contracts

The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

Flow Down

The Cargo Preference requirements apply to all subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel.

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

5. SEISMIC SAFETY REQUIREMENTS

42 U.S.C. 7701 et seq. 49 CFR Part 41

Applicability to Contracts

The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

Flow Down

The Seismic Safety requirements flow down from FTA recipients and sub-recipients to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 7 of 55)

Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

6. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq., 49 CFR Part 18

Applicability to Contracts

The Energy Conservation requirements are applicable to all contracts.

Flow Down

The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and sub-recipients and their sub-agreements at every tier.

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

7. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

Applicability to Contracts

The Clean Water requirements apply to each contract and subcontract which exceeds \$100,000.

Flow Down

The Clean Water requirements flow down to FTA recipients and sub-recipients at every tier.

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 8 of 55)

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

8. LOBBYING

31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

Applicability to Contracts

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

Flow Down

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Mandatory Clause/Language

- Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

- Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 9 of 55)

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

NOTE: SEE ATTACHMENT B.2 FOR CERTIFICATION REGARDING LOBBYING

9. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325, 18 CFR 18.36 (i), 49 CFR 633.17

Applicability to Contracts

Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

Flow Down

FTA does not require the inclusion of these requirements in subcontracts.

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a), which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 10 of 55)

2. Where the Purchaser is a State and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)l, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)l) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.390X11).
7. FTA does not require the inclusion of these requirements in subcontracts.

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 11 of 55)

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
I State Grantees	None	Those imposed on state pass thru to Contractor	None	None	None	None
a. Contracts below SAT (\$100,000)			Yes, if non-competitive award or if funded thru 2	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
b. Contracts above \$100,000 / Capital Projects			5307/5309/5311			
II Non State Grantees	Yes 3	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
a. Contracts below SAT (\$100,000)	Yes 3		Yes	Yes	Yes	Yes
b. Contracts above \$100,000 / Capital Projects						

Sources of Authority: 1 49USC5325 (a), 2 49 CFR 633.17, 3 18 CFR 18.36(I)

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 12 of 55)

10. FEDERAL CHANGES

49 CFR Part 18

Applicability to Contracts

The Federal Changes requirement applies to all contracts.

Flow Down

The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (7) dated October, 2000) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

11. BONDING REQUIREMENTS

Applicability to Contracts

For those construction or facility improvement contracts or subcontracts exceeding \$100,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

- a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:

- (1) 50% of the contract price if the contract price is not more than \$1 million;

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 13 of 55)

(2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million;
or

(3) \$2.5 million if the contract price is more than \$5 million.

d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

Flow Down

Bonding requirements flow down to the first tier contractors.

Bid Bond Requirements (Construction)

(a) Bid Security

A Bid Bond must be issued by a fully qualified surety company acceptable to LAKE County and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by LAKE County to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of LAKE County.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of LAKE County, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of LAKE County's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefore.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by LAKE County as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense LAKE County for the damages occasioned by default, then the undersigned bidder agrees to indemnify LAKE County and pay over to LAKE County the difference between the bid security and LAKE County's total damages, so as to make LAKE County whole.

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 14 of 55)

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless LAKE County determines that a lesser amount would be adequate for the protection of the LAKE County.
2. LAKE County may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. LAKE County may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:
 - (i) Fifty percent of the contract price if the contract price is not more than \$1 million.
 - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - (iii) Two and one half million if the contract price is more than \$5 million.
2. If the original contract price is \$5 million or less, Lake County may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect LAKE County's interest.

(a) The following situations may warrant a performance bond:

1. Lake County property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 15 of 55)

2. A contractor sells assets to or merges with another concern, and LAKE County, after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
3. Substantial progress payments are made before delivery of end items starts.
4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless Lake County determines that a lesser amount would be adequate for the protection of Lake County.
2. Lake County may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. Lake County may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in Lake County's interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:
 - (i) Fifty percent of the contract price if the contract price is not more than \$1 million;
 - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - (iii) Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. Lake County shall determine the amount of the advance payment bond necessary to protect Lake County.

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 16 of 55)

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. Lake County shall determine the amount of the patent indemnity to protect the Lake County.

Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to Lake County, the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by Lake County, free from faults and defects and in conformance with the Proposal. All work not so conforming to these standards shall be considered defective. If required by the Lake County Project Manager, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after final payment by Lake County and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to Lake County. As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to Lake County written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

12. CLEAN AIR

42 U.S.C. 7401 et seq, 40 CFR 15.6, 49 CFR Part 18

Applicability to Contracts

The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

Flow Down

The Clean Air requirements flow down to all subcontracts which exceed \$100,000.

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 17 of 55)

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

13. RECYCLED PRODUCTS

42 U.S.C. 6962, 40 CFR Part 247, Executive Order 12873

Applicability to Contracts

The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

Flow Down

These requirements flow down to all contractor and subcontractor tiers.

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

14. DAVIS-BACON ACT

40 USC § 167; 276a -276a-5 (1998), 29 CFR § 5 (1999)

Applicability to Contract

Construction contracts over \$2,000.00

Flow Down

Applies to third party contractors and subcontractors

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 18 of 55)

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- (4) With respect to helpers as defined in 29 CFR 5.2(n) (4), such a classification prevails in the area in which the work is performed.

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 19 of 55)

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30- day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a) (1) (ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(1) The classification is utilized in the area by the construction industry; and

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 20 of 55)

(2) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a) (1) (v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - Lake County Transit shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, Lake County Transit may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 21 of 55)

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1 (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to LAKE County Transit for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 22 of 55)

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 23 of 55)

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 24 of 55)

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

15. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Background and Application

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts “financed at least in part by loans or grants from ... the [Federal] Government.” 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 49 CFR 18.36(i)(6)), the Act no longer applies to any “contract in an amount that is not greater than \$100,000.” 40 USC 3701(b)(3)(A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ “laborers or mechanics on a public work.” These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed “commercial items.” 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act’s requirements are satisfied.

Clause Language

Contract Work Hours and Safety Standards

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 25 of 55)

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

16. COPELAND ANTI-KICKBACK ACT

40 U.S.C. § 276c (1999), 29 C.F.R. § 3 (1999), 29 C.F.R. § 5 (1999)

Applicability to Contracts

All construction contracts in excess of \$2,000.

Flow Down

Applicable to all third party contractors and subcontractors.

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 26 of 55)

Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract. Since there are no specific statutory or regulatory requirements for additional mandatory language, no additional clauses are necessary for this provision.

17. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts

Applicable to all contracts.

Flow Down

Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to **all** parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

AND RELATED ACTS

1 U.S.C 380 1 et seq., 49 CFR Part 31, 18 U.S.C. 1001, 49 U.S.C. 5307

Applicability to Contracts

These requirements are applicable to all contracts.

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 27 of 55)

Flow Down

These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et sea and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(2) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

19. TERMINATION

49 U.S.C. Part 18, FTA Circular 4220.1D

Applicability to Contracts

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 28 of 55)

Flow Down

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

a. **Termination for Convenience (General Provision)** Lake County may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Lake County to be paid the Contractor. If the Contractor has any property in its possession belonging to Lake County, the Contractor will account for the same, and dispose of it in the manner Lake County directs.

b. **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, Lake County may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by Lake County that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, Lake County, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. **Opportunity to Cure (General Provision)** Lake County in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriate period of time, not less than ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to Lake County's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written notice from Lake County setting forth the nature of said breach or default, Lake County shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Lake County from also pursuing all available remedies against the Contractor and its sureties for said breach or default.

d. **Waiver of Remedies for any Breach** In the event that Lake County elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Lake County shall not limit Lake County's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 29 of 55)

e. **Termination for Convenience (Professional or Transit Service Contracts)** Lake County, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. **Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, Lake County may terminate this contract for default. Lake County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Lake County.

g. **Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, Lake County may terminate this contract for default. Lake County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Lake County goods, the Contractor shall, upon direction of Lake County, protect and preserve the goods until surrendered to the Lake County or its agent. The Contractor and Lake County shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Lake County.

h. **Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, Lake County may terminate this contract for default. Lake County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, Lake County may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to Lake County resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by Lake County in completing the work.

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 30 of 55)

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if-

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Lake County, acts of another Contractor in the performance of a contract with the Lake County, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The contractor, within ten (10) days from the beginning of any delay, notifies the Lake County in writing of the causes of delay. If in the judgment of Lake County, the delay is excusable, the time for completing the work shall be extended. The judgment of Lake County shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.
3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

i. **Termination for Convenience or Default (Architect and Engineering)** Lake County may terminate this contract in whole or in part, for Lake County's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Lake County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of Lake County, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, Lake County may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 31 of 55)

j. **Termination for Convenience of Default (Cost-Type Contracts)** Lake County may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of Lake County or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from Lake County, or property supplied to the Contractor by Lake County. If the termination is for default, Lake County may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Lake County and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Lake County, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, Lake County determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, Lake County, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

20. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29
Executive Order 12549

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 32 of 55)

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Clause Language

The following clause language is suggested, not mandatory. It incorporates the optional method of verifying that contractors are not excluded or disqualified by certification.

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Lake County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Lake County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

21. PRIVACY ACT

5 U.S.C. 552

Applicability to Contracts

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

Flow Down

The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 33 of 55)

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

22. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623; 42 U.S.C. § 2000; 42 U.S.C. § 6102; 42 U.S.C. § 12112;

42 U.S.C. § 12132; 49 U.S.C. § 5332; 29 CFR Part 1630; 41 CFR Parts 60 et seq.

Applicability to Contracts

The Civil Rights Requirements apply to all contracts.

Flow Down

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 34 of 55)

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

23. BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18, FTA Circular 4220.1E

Applicability to Contracts

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 35 of 55)

Flow Down

The Breaches and Dispute Resolutions requirements flow down to all tiers.

Model Clauses/Language

FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

Rights and Remedies - The duties and obligations imposed by the Proposal and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Applicability to Contracts

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 36 of 55)

Flow Down

The Breaches and Dispute Resolutions requirements flow down to all tiers.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Lake County. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Lake County Project Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Lake County Project Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by Lake County, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Lake County and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Florida, in which Lake County is located.

Rights and Remedies - The duties and obligations imposed by the Proposal and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Lake County or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

24. PATENT AND RIGHTS IN DATA

37 CFR Part 401, 49 CFR Parts 18 and 19

Applicability to Contracts

Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual.

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 37 of 55)

Flow Down

The Patent and Rights in Data requirements apply to all contractors and their contracts at every tier.

Contracts Involving Experimental, Developmental or Research Work.

A. Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 38 of 55)

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 39 of 55)

U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

25. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

49 U.S.C. § 5310, § 5311, and § 5333 29 CFR Part 215

Applicability to Contracts

The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

Flow Down

These provisions are applicable to all contracts and subcontracts at every tier.

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 40 of 55)

General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.

§ 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.

§ 5311 in Non-urbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

26. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 41 of 55)

Background and Applicability

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection b flow down to subcontracts.

A substantial change to the payment provisions in this newest version of Part 26 concerns retainage (see section 26.29). Grantee choices concerning retainage should be reflected in the language choices in clause subsection d.

Clause Language

The following clause language is suggested, not mandatory. It incorporates the payment terms and conditions applicable to all subcontractors based in Part 26 as well as those related only to DBE subcontractors. The suggested language allows for the options available to grantees concerning retainage, specific contract goals, and evaluation of DBE subcontracting participation when specific contract goals have been established.

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is __ %. A separate contract goal [**of __ % DBE participation has**] [**has not**] been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **{insert agency name}** deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. **{If a separate contract goal has been established, use the following}** Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following [**concurrent with and accompanying sealed bid**] [**concurrent with and accompanying an initial proposal**] [**prior to award**]:

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 42 of 55)

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

[Bidders][Offerors] must present the information required above **[as a matter of responsiveness] [with initial proposals] [prior to contract award]** (see 49 CFR 26.53(3)).

{If no separate contract goal has been established, use the following} The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the {insert agency name}. In addition, **[the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the {insert agency name} and contractor's receipt of the partial retainage payment related to the subcontractor's work.]**

e. The contractor must promptly notify {insert agency name}, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of {insert agency name}.

Note: Attachment B.3 contains certifications associated with the DBE Program that must be submitted in conjunction with bidder-proposer responses to the instant solicitation.

27. STATE AND LOCAL LAW DISCLAIMER

Applicability to Contracts

This disclaimer applies to all contracts.

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 43 of 55)

Flow Down

The Disclaimer has unlimited flow down.

State and Local Law Disclaimer - The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law.

28. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1D

Applicability to Contracts

The incorporation of FTA terms applies to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The incorporation of FTA terms has unlimited flow down.

Model Clause/Language

FTA has developed the following incorporation of terms language:

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

29. DRUG AND ALCOHOL TESTING

49 U.S.C. §5331
49 CFR Parts 653 and 654

Applicability to Contracts

The Drug and Alcohol testing provisions apply to Operational Service Contracts.

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 44 of 55)

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down Requirements

Anyone who performs a safety-sensitive function for the recipient or subrecipient is required to comply with 49 CFR 653 and 654, with certain exceptions for contracts involving maintenance services. Maintenance contractors for non-urbanized area formula program grantees are not subject to the rules. Also, the rules do not apply to maintenance subcontractors.

Model Clause/Language

Introduction

FTA's drug and alcohol rules, 49 CFR 653 and 654, respectively, are unique among the regulations issued by FTA. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (usually subrecipients and/or contractors) implement a complex drug and alcohol testing program that complies with Parts 653 and 654. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules. Third, the rules do not specify how a recipient ensures that its subrecipients and/or contractors comply with them.

How a recipient does so depends on several factors, including whether the contractor is covered independently by the drug and alcohol rules of another Department of Transportation operating administration, the nature of the relationship that the recipient has with the contractor, and the financial resources available to the recipient to oversee the contractor's drug and alcohol testing program. In short, there are a variety of ways a recipient can ensure that its subrecipients and contractors comply with the rules.

Therefore, FTA has developed three model contract provisions for recipients to use "as is" or to modify to fit their particular situations.

Explanation of Model Contract Clauses

Under Option 1, the recipient ensures the contractor's compliance with the rules by requiring the contractor to participate in a drug and alcohol program administered by the recipient. The advantages of doing this are obvious: the recipient maintains total control over its compliance with 49 CFR 653 and 654. The disadvantage is that the recipient, which may not directly employ any safety-sensitive employees, has to implement a complex testing program. Therefore, this may be a practical option only for those recipients which have a testing program for their employees, and can add the contractor's safety-sensitive employees to that program.

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 45 of 55)

Under Option 2, the recipient relies on the contractor to implement a drug and alcohol testing program that complies with 49 CFR 653 and 654, but retains the ability to monitor the contractor's testing program; thus, the recipient has less control over its compliance with the drug and alcohol testing rules than it does under option 1. The advantage of this approach is that it places the responsibility for complying with the rules on the entity that is actually performing the safety-sensitive function. Moreover, it reserves to the recipient the power to ensure that the contractor complies with the program. The disadvantage of Option 2 is that without adequate monitoring of the contractor's program, the recipient may find itself out of compliance with the rules.

Under option 3, the recipient specifies some or all of the specific features of a contractor's drug and alcohol compliance program. Thus, it requires the recipient to decide what it wants to do and how it wants to do it. The advantage of this option is that the recipient has more control over the contractor's drug and alcohol testing program, yet it is not actually administering the testing program. The disadvantage is that the recipient has to specify and understand clearly what it wants to do and why.

Drug and Alcohol Testing
Option 1

The contractor agrees to:

(a) participate in (grantee's or recipient's) drug and alcohol program established in compliance with 49 CFR 653 and 654.

Drug and Alcohol Testing
Option 2

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of (name of State), or the (insert name of grantee), to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 46 of 55)

Drug and Alcohol Testing
Option 3

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of (name of State), or the (insert name of grantee), to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The Contractor agrees further to [Select a, b, or c] (a) submit before (insert date or upon request) a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt (insert title of the Policy Statement the recipient wishes the contractor to use) as its policy statement as required under 49 CFR 653 and 654; OR (c) submit for review and approval before (insert date or upon request) a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the contractor agrees to: (to be determined by the recipient, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).

30. VETERANS HIRING PREFERENCE

31. FTA Circular 4220.1F MAP 21

Applicability to Contracts

The Veterans Hiring Preference provision applies to all construction projects funded in whole or in part by the FTA.

Flow Down Requirements

The Veterans Hiring Preference provision applies to all subcontractors performing under a prime construction project funded in whole or in part by the FTA.

Model Clause/Language

Veterans employment: Recipients and subrecipients of Federal financial assistance under this chapter shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over anyequally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 47 of 55)

ATTACHMENT B.1: BUY AMERICA CERTIFICATION
(Required for contracts greater than \$100,000)

1. Certification requirement for procurement of steel, iron, or manufactured products.
Certificate of Compliance with 49 U.S.C. 5323(j) (l)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(l) and the applicable regulations in 49 CFR Part 661.

Signature: _____ Title: _____

Company Name: _____ Date: _____
Certificate of Non-Compliance with 49 U.S.C. 5323(j) (l)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j) O), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j) (2) (B) or G) (2) (D) and the regulations in 49 CFR 661.7.

Signature: _____ Title: _____

Company Name: _____ Date: _____

2. Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j) (2) (C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j) (2) (C) and the regulations at 49 CFR Part 661.

Signature: _____ Title: _____

Company Name: _____ Date: _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j) (2) (C)

The vendor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j) (2) (C), but may qualify for an exception pursuant to 49 U.S.C. 5323G) (2) (B) or (j) (2) (D) and the regulations in 49 CFR 661.7.

Signature: _____ Title: _____

Company Name: _____ Date: _____

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 48 of 55)

ATTACHMENT B.2: CERTIFICATION REGARDING LOBBYING

APPENDIX A, 49 CFR PART 20-CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall include the language of this certification in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 49 of 55)

Signature of Contractor's Authorized Official: _____ Date: _____

Printed Name and Title of Contractor's Authorized Official: _____

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 50 of 55)

ATTACHMENT B.3

FORM 1 AND 2 FOR DEMONSTRATION OF GOOD FAITH EFFORTS

[Forms 1 and 2 should be provided as part of the solicitation documents.]

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of _____ % DBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the DBE goal of _____%) is committed to a minimum of _____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

State Registration No.: _____

By: _____

(Signature)

(Title)

FORM 2: LETTER OF INTENT

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 51 of 55)

Description of work to be performed by DBE firm:

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above.
The estimated dollar value of this work is \$ _____.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By : _____

(Signature)

(Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 52 of 55)

ATTACHMENT B.4. CLAUSE AND CERTIFICATION

BUS TESTING

49 U.S.C. 5323(c)

49 CFR Part 665

Applicability to Contracts

The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Bus Testing requirements should not flow down, except to the turnkey contractor as stated in Master Agreement.

Model Clause/Language

Clause and language therein are merely suggested. 49 CFR Part 665 does not contain specific language to be included in third party contracts but does contain requirements applicable to subrecipients and third party contractors. Bus Testing Certification and language therein are merely suggested.

Bus Testing - The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 53 of 55)

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date: _____

Signature: _____

Company Name: _____

Title: _____

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 54 of 55)

ATTACHMENT B.5, CLAUSE AND CERTIFICATION

PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS

49 U.S.C. 5323
49 CFR Part 663

Applicability to Contracts

These requirements apply only to the acquisition of Rolling Stock/Turnkey.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

These requirements should not flow down, except to the turnkey contractor as stated in Master Agreement.

Model Clause/Language

- Clause and language therein are merely suggested. 49 C.F.R. Part 663 does not contain specific language to be included in third party contracts but does contain requirements applicable to subrecipients and third party contractors.

- Buy America certification is mandated under FTA regulation, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. 663.13.

-- Specific language for the Buy America certification is mandated by FTA regulation,

"Buy America Requirements--Surface Transportation Assistance Act of 1982, as amended,"

49 C.F.R. 661.12, but has been modified to include FTA's Buy America requirements codified at 49 U.S.C. A 5323(j).

Pre-Award and Post-Delivery Audit Requirements - The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

(1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

Attachment D: Federal Clause Set for FTA Grant and Stimulus Programs

(Page 55 of 55)

(2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

**BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS
FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT**

(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000.)

Certificate of Compliance

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Date: _____

Signature: _____

Company Name: _____

Title: _____

Certificate of Non-Compliance

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

Attachment E: Certifications

(Page 1 of 18)

ATTACHMENT B.1: BUY AMERICA CERTIFICATION

(Required for contracts greater than \$100,000)

1. Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j) (l)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(l) and the applicable regulations in 49 CFR Part 661.

Signature: John P. Bartnewicz Title: COO
Company Name: McDonald Transit Associates, Inc. Date: November 2, 2016

Certificate of Non-Compliance with 49 U.S.C. 5323(j) (l)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j) O), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j) (2) (B) or G) (2) (D) and the regulations in 49 CFR 661.7.

Signature: _____ Title: _____
Company Name: _____ Date: _____

2. Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j) (2) (C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j) (2) (C) and the regulations at 49 CFR Part 661.

Signature: John P. Bartnewicz Title: COO
Company Name: McDonald Transit Associates, Inc. Date: November 2, 2016

Certificate of Non-Compliance with 49 U.S.C. 5323(j) (2) (C)

The vendor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j) (2) (C), but may qualify for an exception pursuant to 49 U.S.C. 5323G) (2) (B) or (j) (2) (D) and the regulations in 49 CFR 661.7.

Signature: _____ Title: _____
Company Name: _____ Date: _____

Attachment E: Certifications

(Page 2 of 18)

ATTACHMENT B.2: CERTIFICATION REGARDING LOBBYING

APPENDIX A, 49 CFR PART 20-CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall include the language of this certification in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, McDonald Transit Associates, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official: *John Bartosiewicz* Date: November 2, 2016

Printed Name and Title of Contractor's Authorized Official: John Bartosiewicz/COO

40

Attachment E: Certifications

(Page 3 of 18)

ATTACHMENT B.3

FORM 1 AND 2 FOR DEMONSTRATION OF GOOD FAITH EFFORTS

[Forms 1 and 2 should be provided as part of the solicitation documents.]

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

___ The bidder/offeror is committed to a minimum of ___ % DBE utilization on this contract.

The bidder/offeror (if unable to meet the DBE goal of 2.8 %) is committed to a minimum of 6 % DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: McDonald Transit Associates, Inc.

State Registration No.: 843619

By:  CFO
(Signature) (Title)

FORM 2: LETTER OF INTENT

Name of bidder/offeror's firm: McDonald Transit Associates, Inc.

Address: 3800 Sandshell Drive

City: Ft. Worth State: TX Zip: 76137

Name of DBE firm: Coach Crafters, Inc.

Address: 27530 County Rd. 561

City: Tavares State: FL Zip: 32778

Telephone: (800) 334-2871

Description of work to be performed by DBE firm:

Heavy duty collision repair, paint and body, mechanical repairs and service

Attachment E: Certifications

(Page 4 of 18)

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ 45,000.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: John C. Mer VP of Sales & Marketing
(Signature) (Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

Attachment E: Certifications

(Page 5 of 18)

ATTACHMENT B.3

FORM 1 AND 2 FOR DEMONSTRATION OF GOOD FAITH EFFORTS

[Forms 1 and 2 should be provided as part of the solicitation documents.]

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of _____ % DBE utilization on this contract.

The bidder/offeror (if unable to meet the DBE goal of 12.8%) is committed to a minimum of 6 % DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: McDonald Transit Associates, Inc.

State Registration No.: 843619

By:  CFO
(Signature) (Title)

FORM 2: LETTER OF INTENT

Name of bidder/offeror's firm: McDonald Transit Associates, Inc.

Address: 3800 Sandshell Drive

City: Ft. Worth State: TX Zip: 76137

Name of DBE firm: JCM: Associates, INC

Address: 5443 E. Washington Blvd

City: Commerce State: CA Zip: 90040

Telephone: 800-543-3732

Description of work to be performed by DBE firm:

..... Supply uniforms

Attachment E: Certifications

(Page 6 of 18)

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ 17,000.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By :  VP Sales
(Signature) (Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

Attachment E: Certifications

(Page 7 of 18)

ATTACHMENT B.3

FORM 1 AND 2 FOR DEMONSTRATION OF GOOD FAITH EFFORTS

[Forms 1 and 2 should be provided as part of the solicitation documents.]

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeree has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder/offeree is committed to a minimum of _____ % DBE utilization on this contract.

The bidder/offeree (if unable to meet the DBE goal of 12.8%) is committed to a minimum of 6 % DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeree's firm: McDonald Transit Associates, Inc.

State Registration No.: 843619

By:  CFO
(Signature) (Title)

FORM 2: LETTER OF INTENT

Name of bidder/offeree's firm: McDonald Transit Associates, Inc.

Address: 3800 Sandshell Drive

City: Ft. Worth State: TX Zip: 76137

Name of DBE firm: Exam Plus FL, Corp.

Address: 1511 E. State Road 434 Suite 2001

City: Winter Springs State: FL Zip: 32078

Telephone: (407) 238-5336

Description of work to be performed by DBE firm:

Employee Drug and Alcohol Collection and Testing

Background Check and Screening Services

Attachment E: Certifications

(Page 8 of 18)

Drug-Free Workplace Program Administrator

Supervisor and Employee Drug-Free Workplace and DOT Training

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ 6,000.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By : Jose A. Brito-Rivera President

(Signature)

(Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

Attachment E: Certifications

(Page 9 of 18)

ATTACHMENT B.3

FORM 1 AND 2 FOR DEMONSTRATION OF GOOD FAITH EFFORTS

[Forms 1 and 2 should be provided as part of the solicitation documents.]

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

The bidder/offeror is committed to a minimum of ___ % DBE utilization on this contract.

The bidder/offeror (if unable to meet the DBE goal of 12.8%) is committed to a minimum of 6 % DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: McDonald Transit Associates, Inc.

State Registration No.: 843619

By: [Signature] CFO
(Signature) (Title)

FORM 2: LETTER OF INTENT

Name of bidder/offeror's firm: McDonald Transit Associates, Inc.

Address: 3800 Sandshell Drive

City: Ft. Worth State: TX Zip: 76137

Name of DBE firm: Business to Business Supplies & Services

Address: 1834 NW 94 Ave Plantation

City: PLANTATION State: FL Zip: 33322

Telephone: 954 735 7250

Description of work to be performed by DBE firm:

Cleaning and industrial supplies

Attachment E: Certifications

(Page 10 of 18)

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ 1,500.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: W. Thompson

(Signature)

CFO

(Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

Attachment E: Certifications

(Page 11 of 18)

ATTACHMENT B.3

FORM 1 AND 2 FOR DEMONSTRATION OF GOOD FAITH EFFORTS

[Forms 1 and 2 should be provided as part of the solicitation documents.]

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeree has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder/offeree is committed to a minimum of _____ % DBE utilization on this contract.

The bidder/offeree (if unable to meet the DBE goal of 12.8 %) is committed to a minimum of 6 % DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeree's firm: McDonald Transit Associates, Inc.

State Registration No.: 843619

By: [Signature] CFO

(Signature)

(Title)

FORM 2: LETTER OF INTENT

Name of bidder/offeree's firm: McDonald Transit Associates, Inc.

Address: 3800 Sandshell Drive

City: Ft. Worth State: TX Zip: 76137

Name of DBE firm: Marvel Enterprises

Address: 9969 Moss Rose Way

City: Orlando State: FL Zip: 32832

Telephone: (407) 730-1503

Description of work to be performed by DBE firm:

Provides cleaning and industrial supplies

Attachment E: Certifications

(Page 13 of 18)

ATTACHMENT B.3

FORM 1 AND 2 FOR DEMONSTRATION OF GOOD FAITH EFFORTS

[Forms 1 and 2 should be provided as part of the solicitation documents.]

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeree has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder/offeree is committed to a minimum of _____ % DBE utilization on this contract.

The bidder/offeree (if unable to meet the DBE goal of 12.8 %) is committed to a minimum of 6 % DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeree's firm: McDonald Transit Associates, Inc.

State Registration No.: 843619

By: [Signature] CFO
(Signature) (Title)

FORM 2: LETTER OF INTENT

Name of bidder/offeree's firm: McDonald Transit Associates, Inc.

Address: 3800 Sandshell Drive

City: Ft. Worth State: TX Zip: 76137

Name of DBE firm: Bullseye Equipment & Supply, LLC

Address: 1383 Old Hwy 52

City: Moncks Corner State: SC Zip: 29461

Telephone: 843-899-4001

Description of work to be performed by DBE firm:
Safety

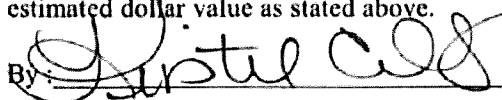
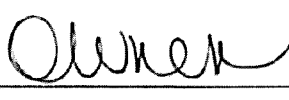
Attachment E: Certifications

(Page 14 of 18)

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ 2,000.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By:  

(Signature)

(Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

Attachment E: Certifications

(Page 15 of 18)

ATTACHMENT B.4. CLAUSE AND CERTIFICATION

BUS TESTING

49 U.S.C. 5323(c)
49 CFR Part 665

Applicability to Contracts

The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Bus Testing requirements should not flow down, except to the turnkey contractor as stated in Master Agreement.

Model Clause/Language

Clause and language therein are merely suggested. 49 CFR Part 665 does not contain specific language to be included in third party contracts but does contain requirements applicable to subrecipients and third party contractors. Bus Testing Certification and language therein are merely suggested.

Bus Testing - The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in

Attachment E: Certifications

(Page 16 of 18)

the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date: November 2, 2016

Signature: *John P. Bartusiewicz*

Company Name: McDonald Transit Associates, Inc.

Title: COO

Attachment E: Certifications

(Page 17 of 18)

ATTACHMENT B.5, CLAUSE AND CERTIFICATION

PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS

49 U.S.C. 5323
49 CFR Part 663

Applicability to Contracts

These requirements apply only to the acquisition of Rolling Stock/Turnkey.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

These requirements should not flow down, except to the turnkey contractor as stated in Master Agreement.

Model Clause/Language

- Clause and language therein are merely suggested. 49 C.F.R. Part 663 does not contain specific language to be included in third party contracts but does contain requirements applicable to subrecipients and third party contractors.

- Buy America certification is mandated under FTA regulation, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. 663.13.

-- Specific language for the Buy America certification is mandated by FTA regulation,

"Buy America Requirements--Surface Transportation Assistance Act of 1982, as amended,"

49 C.F.R. 661.12, but has been modified to include FTA's Buy America requirements codified at 49 U.S.C. A 5323(j).

Pre-Award and Post-Delivery Audit Requirements - The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

(1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

Attachment E: Certifications

(Page 18 of 18)

**BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS
FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT**

(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000.)

Certificate of Compliance

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Date: November 2, 2016

Signature: 

Company Name: McDonald Transit Associate, Inc.

Title: COO

Certificate of Non-Compliance

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

Attachment F: Vehicle Audit Report

(Page 1 of 7)

Vehicle Turnover Audit

Prior to contract takeover, McDonald Transit will perform a detailed review of the vehicles to be accepted. The turnover will occur 2-4 weeks before commencement of the contract so that everyone has a clear understanding of the responsibilities of each party. McDonald Transit will not accept vehicles with items needing safety/critical repairs. The review is comprehensive to determine the general condition of each vehicle. The review includes but is not limited to:

1. Exterior of vehicles

Check all exterior lighting
Check all glass in windows and windshield for cracks or discoloration
Check side panels and all doors and hatches
Check destination operation in front, side, and on the dash
Check exterior graphics and numbering
Check fuel fill and battery switch doors for proper operation
Check bumper installation
Check front door operation
Check tires and wheels
Check all exterior paint

2. Interior of vehicles

Check all switches and controls in drivers compartment
Check all gauges, instruments, horn, and panel lights
Check sunvisor for proper operation
Check driver seat for proper operation including lumbar support, forward/aft movement, and height adjustment
Check operation of destination sign
Check seat belt operation
Check windshield wipers/washers
Start engine and start climate control system
Check defroster/driver A/C operation.
Check steering wheel for proper operation
Check passenger seat mounting
Check passenger seat fabric for rips and tears
Check parking brake
Check window latches
Check all interior lighting
Farebox mounting
Check flooring throughout coach for proper sealing and installation
Check each emergency window operation
Check roof hatch and emergency hatch operation
Operate wheelchair lift. Check for proper operation of limit/control switches
Check all grab rails for rough edges and burrs

Attachment F: Vehicle Audit Report

(Page 2 of 7)

Check fire extinguisher/emergency kit/first aid kit
Check all interior signs and passenger information equipment
Passenger Signal System

3. Vehicle undercarriage

Check lubrication on all grease fittings
Check all hoses and connections for leaks and rubbing
Check air system for any leaks
Check for oil/transmission/coolant/rear end/hydraulic leaks
Check quick disconnects on air tanks
Check frame cross-members, brackets and fasteners
Check steering system drag links, pitman arms, tie rods, tie rod ends, and gear box
Check axle mountings
Check axle nuts
Check leveling valves and links
Check engine/transmission mounts
Check exhaust system
Check batteries for corrosion
Check air dryer for proper operation
Check driveshaft, U-joints, fasteners and splines
Check differential housing for leaks
Check shock absorbers for leakage and proper mounting
Check engine and transmission pan bolts

4. Engine compartment

Check radiator mounts, fluid level
Check hydraulic reservoir for leaks and proper level
Check all pulleys and belts, check for proper deflection on belts
Check proper operation of cooling fan
Check power steering pump and hoses/connections
Check engine operation for abnormal noise and smoke
Check transmission operation through each gear.
Check fuel/oil/coolant/hydraulic filters
Check A/C compressor operation and indication of any Freon or oil leaks by dirt being present on the compressor near the fittings and clutch

5. Brake and air systems

Check brake linings (pad and disc)
Check for leaking brake chambers (air brakes)
Check S-Cam (air brakes)
Check slack adjusters (air brakes)
Check brake lines (hydraulic brakes)

Attachment F: Vehicle Audit Report

(Page 3 of 7)

Check master cylinder (hydraulic brakes)

McDonald Transit Associates, Inc.



McDONALD TRANSIT

Inspection Reporting Forms and Records

System Name:

Vehicle Manufacturer

Vehicle Number

VIN

Mileage

Inspector Identification

Interior (All defects to be outlined at bottom of page)

Number	Item	OK	Defect
1	Check all switches and controls in drivers compartment		
2	Check all gauges, instruments, horn, and panel lights		
3	Check sunvisor for proper operation		
4	Check driver seat for proper operation including lumbar support, forward/aft movement, and height adjustment		
5	Check operation of destination sign		
6	Check seat belt operation		
7	Check windshield wipers/washers		
8	Start engine and start climate control system		
9	Check defroster/driver A/C operation.		
10	Check steering wheel for proper operation		
11	Check passenger seat mounting		
12	Check passenger seat fabric for rips and tears		
13	Check parking brake		
14	Check window latches		

Attachment F: Vehicle Audit Report

(Page 4 of 7)

15	Check all interior lighting		
16	Farebox mounting		
17	Check flooring throughout coach for proper sealing and installation		
18	Check each emergency window operation		
19	Check roof hatch and emergency hatch operation		
20	Operate wheelchair lift. Check for proper operation of limit/control switches		
21	Check all grab rails for rough edges and burrs		
22	Check fire extinguisher/emergency kit/first aid kit		
23	Check all interior signs and passenger information equipment		
24	Passenger Signal System		

Exterior (All defects to be outlined at bottom of page)

Number	Item	OK	Defect
1	Check all exterior lighting		
2	Check all glass in windows and windshield for cracks or discoloration		
3	Check side panels and all doors and hatches		
4	Check destination operation in front, side, and on the dash		
5	Check exterior graphics and numbering		
6	Check fuel fill and battery switch doors for proper operation		
7	Check bumper installation		
8	Check front door operation		
9	Check tires and wheels		
10	Check all exterior paint		

Defects found Interior/Exterior

Number	Item	Corrected By

Undercarriage (All defects to be outlined at bottom of page)

Number	Item	OK	Defect
1	Check lubrication on all grease fittings		
2	Check all hoses and connections for leaks and rubbing		
3	Check air system for any leaks		
4	Check for oil/transmission/coolant/rear end/hydraulic leaks		
5	Check quick disconnects on air tanks		

Attachment F: Vehicle Audit Report

(Page 7 of 7)

APPENDIX G

Peer Group Analysis Data

County	Service Area Population	Potential TD Population	Passenger Trips	Vehicle Miles	Revenue Miles	Operating Expenses	Operating Revenues	Total Fleet
Charlotte	164,736	121,223	87,874	394,323	329,837	1,988,243	1,988,243	39
Citrus	139,271	93,634	244,565	738,418	672,544	3,092,035	2,304,341	67
Collier	339,642	145,829	84,465	1,150,405	986,938	3,272,256	4,017,827	23
Indian River	141,994	65,699	31,016	358,038	300,348	1,284,337	1,074,268	51
Lake	308,034	128,755	205,688	1,907,581	1,524,756	4,877,440	5,338,015	94
Marion	337,362	163,090	171,982	1,583,822	1,469,652	4,225,078	4,326,521	96
Pasco	475,502	240,148	286,517	1,147,734	1,017,731	3,407,405	3,407,405	104
St Lucie	286,832	119,970	277,846	1,348,015	1,013,177	3,767,646	3,568,295	95
Mean	274,172	134,794	173,744	1,078,542	914,373	3,239,305	3,253,114	71

County	Vehicle Miles per TD Capita	Vehicle Miles per Passenger Trip	Passenger Trips per TD Capita	Passenger Trips per Vehicle Mile	Accidents per 100,000 Vehicle Miles	Vehicle Miles between Roadcalls
Charlotte	3.25	4.49	0.72	0.22	0.00	7,041
Citrus	7.89	3.02	2.61	0.33	0.68	23,820
Collier	7.89	13.62	0.58	0.07	0.87	30,274
Indian River	5.45	11.54	0.47	0.09	0.00	44,755
Lake	14.82	9.27	1.60	0.11	0.63	34,683
Marion	9.71	9.21	1.05	0.11	0.19	87,990
Pasco	4.78	4.01	1.19	0.25	0.35	81,981
St Lucie	11.24	4.85	2.32	0.21	0.37	28,084
Mean	8.13	7.50	1.32	0.17	0.39	42,329

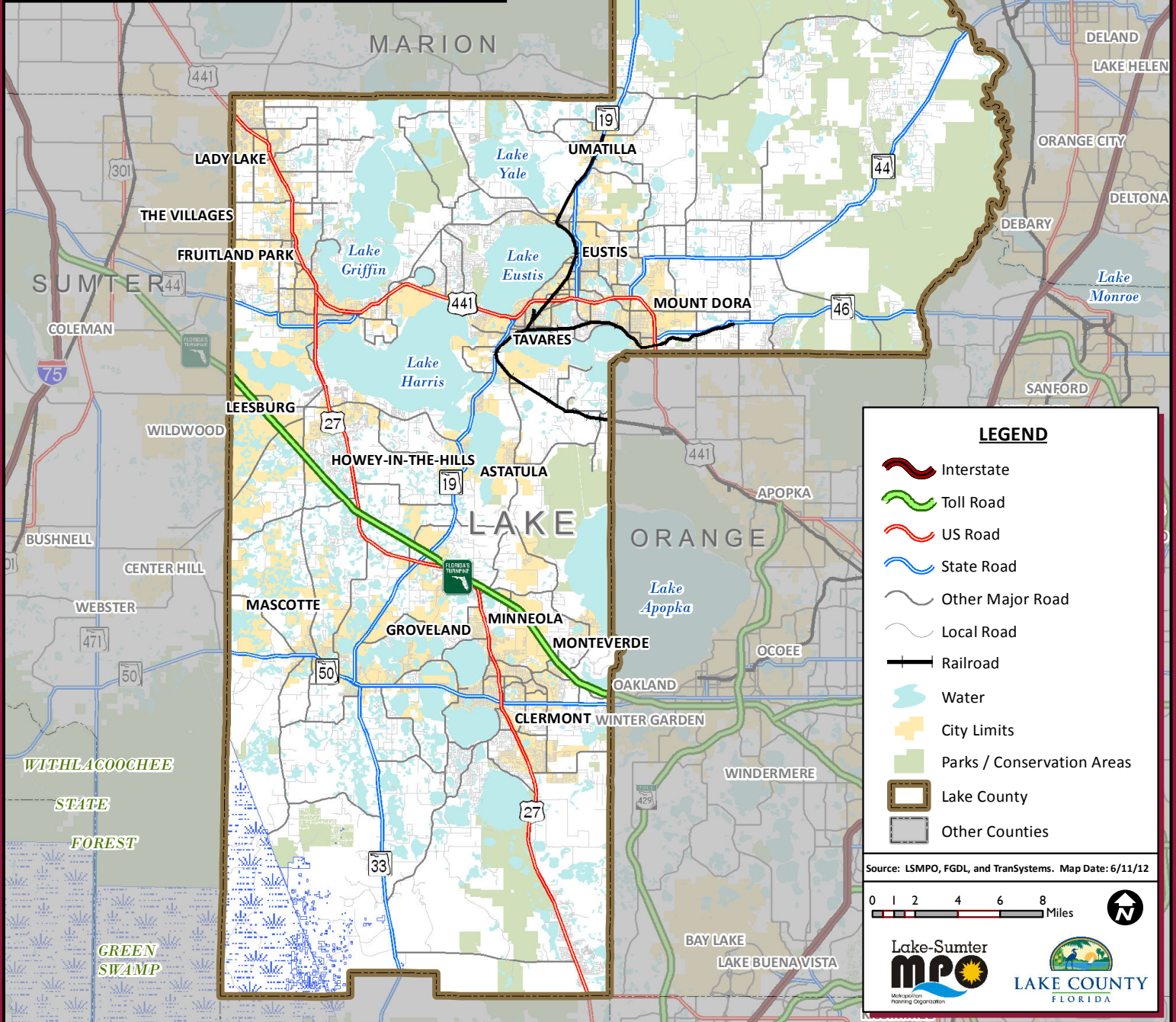
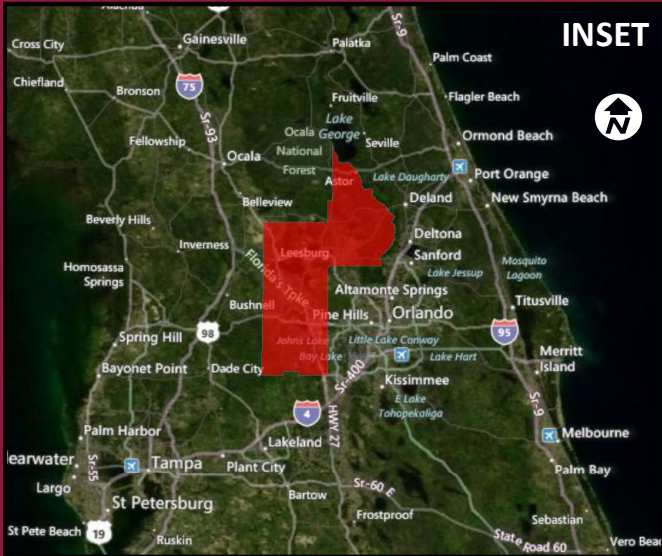
County	Operating Expense per Passenger Trip	Operating Expense per Vehicle Mile	Operating Expense per Driver Hour	Local Non-Government Revenue Ratio	Local Government Revenue Ratio	Federal Government Revenue Ratio	Local Non-Government Revenue	Local Government Revenue	Federal Government Revenue	Total Revenue
Charlotte	\$22.63	\$5.04	\$47.59	3.70%	45.45%	50.85%	\$73,556	\$903,635	\$1,011,052	\$1,988,243
Citrus	\$12.64	\$4.19	\$44.07	7.84%	20.75%	71.41%	\$180,669	\$478,254	\$1,645,418	\$2,304,341
Collier	\$38.74	\$2.84	\$54.77	7.81%	59.43%	32.76%	\$313,773	\$2,387,875	\$1,316,179	\$4,017,827
Indian River	\$41.41	\$3.59	\$58.03	3.13%	10.17%	86.70%	\$33,590	\$109,267	\$931,411	\$1,074,268
Lake	\$23.71	\$2.56	\$37.02	2.86%	29.13%	68.01%	\$152,927	\$1,554,701	\$3,630,387	\$5,338,015
Marion	\$24.57	\$2.67	\$28.02	3.62%	25.78%	70.61%	\$156,594	\$1,115,168	\$3,054,759	\$4,326,521
Pasco	\$11.89	\$2.74	\$43.12	19.65%	7.97%	72.38%	\$669,622	\$271,502	\$2,466,281	\$3,407,405

APPENDIX H

Map Series 1-1 thru 1-15

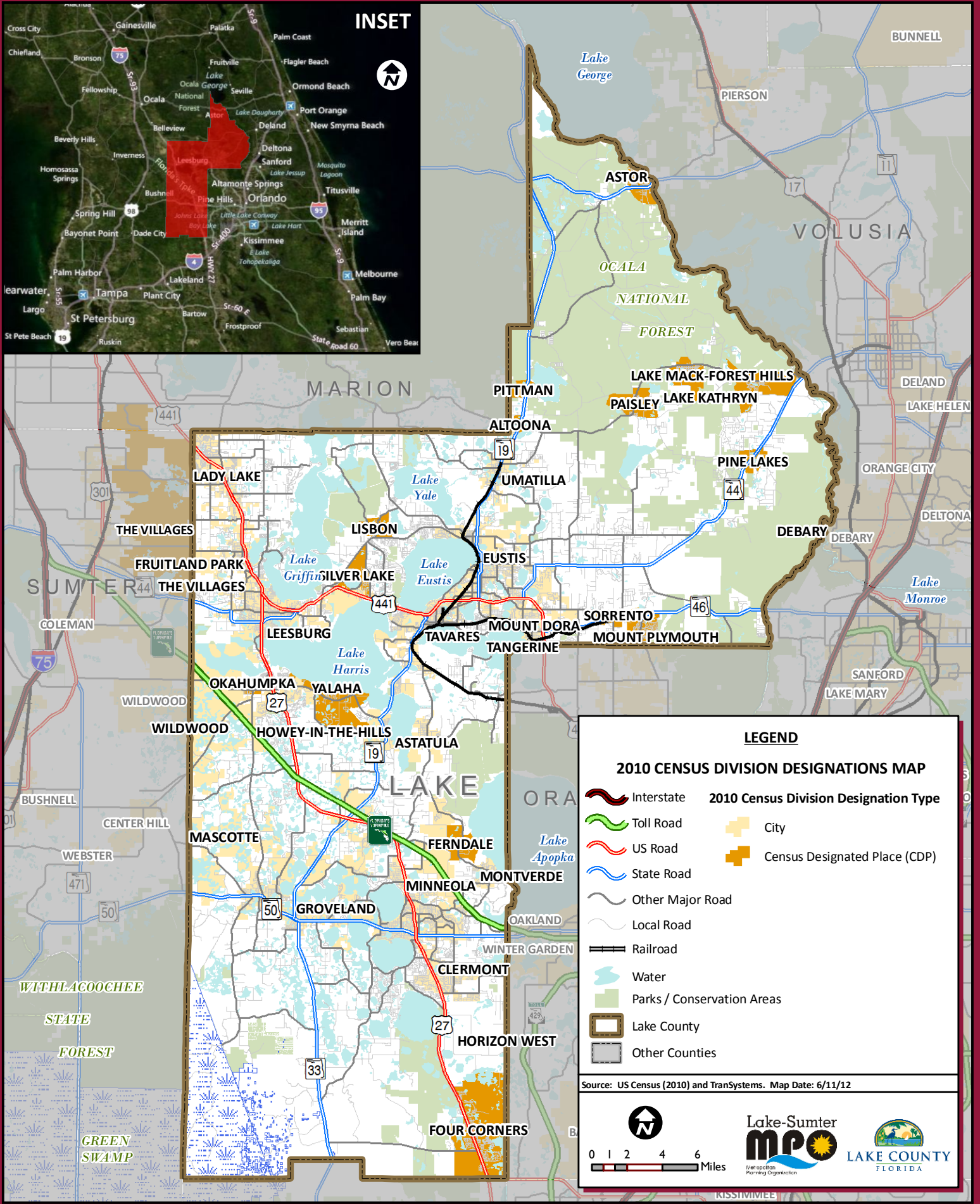
Lake County, Florida

Map 1-1



2010 Census Divisions - Lake County, Florida

Map 1-2



INSET

LEGEND

2010 CENSUS DIVISION DESIGNATIONS MAP

- Interstate
 - Toll Road
 - US Road
 - State Road
 - Other Major Road
 - Local Road
 - Railroad
 - Water
 - Parks / Conservation Areas
 - Lake County
 - Other Counties
-
- City
 - Census Designated Place (CDP)

Source: US Census (2010) and TranSystems. Map Date: 6/11/12

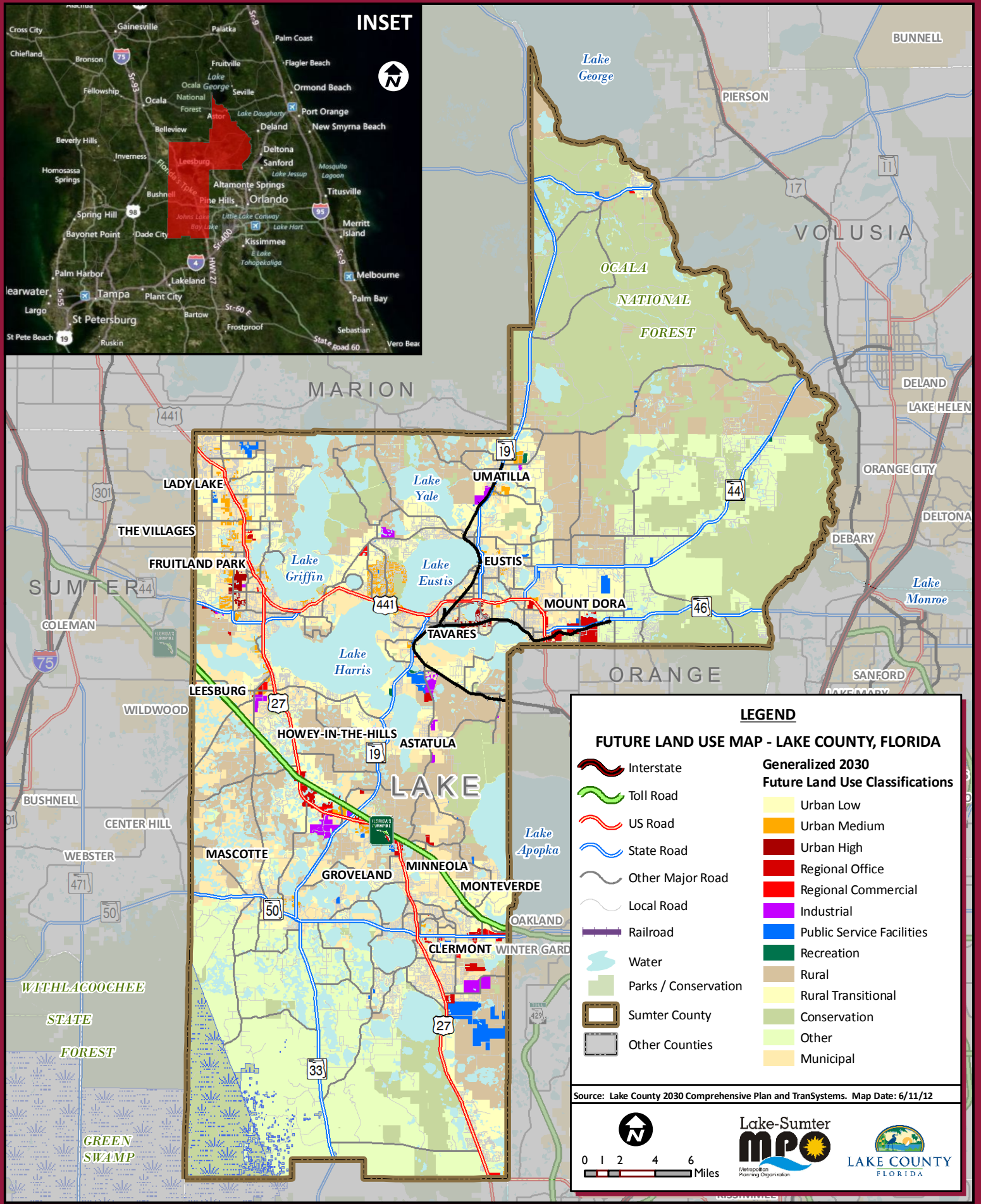
0 1 2 4 6 Miles

Lake-Sumter
m**p****o**
Local Metropolitan Planning Organization

RISSIVIEMEE

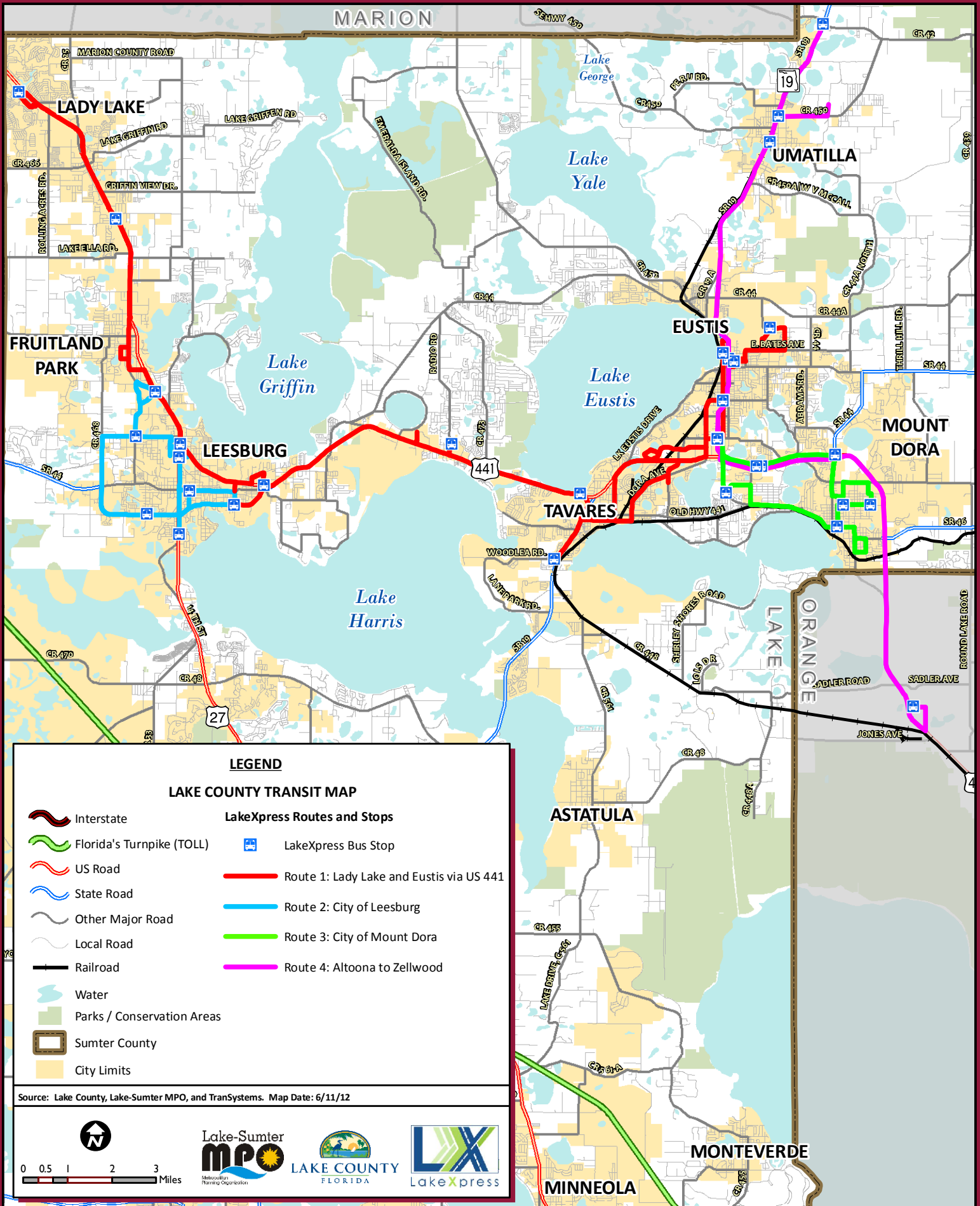
2030 Future Land Use Map - Lake County, Florida

Map 1-3



Lake County Transit Routes - LakeXpress

Map 1-4

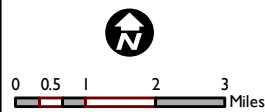


LEGEND

LAKE COUNTY TRANSIT MAP

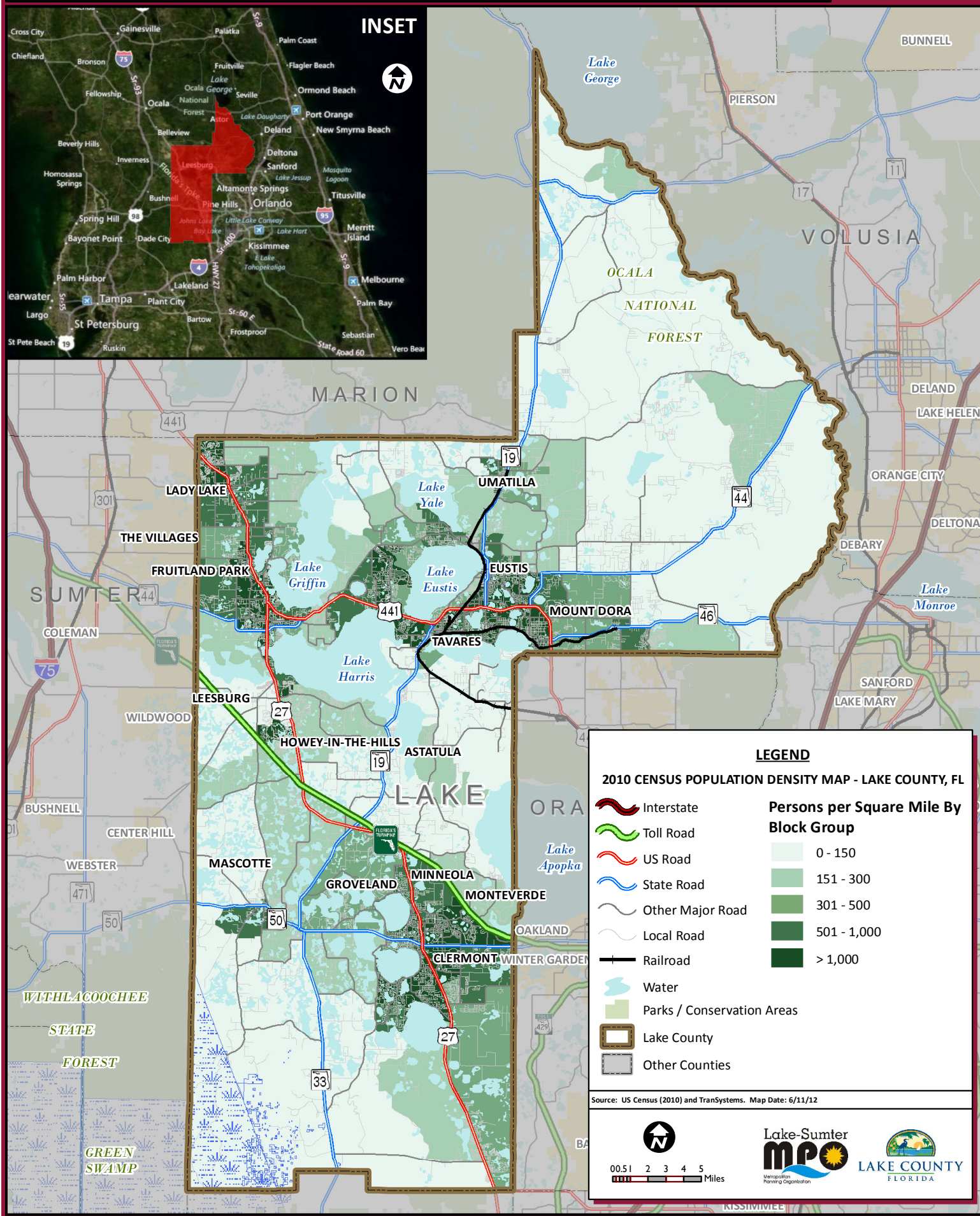
- | | | | |
|--|----------------------------|--|--|
| | Interstate | | LakeXpress Bus Stop |
| | Florida's Turnpike (TOLL) | | Route 1: Lady Lake and Eustis via US 441 |
| | US Road | | Route 2: City of Leesburg |
| | State Road | | Route 3: City of Mount Dora |
| | Other Major Road | | Route 4: Altoona to Zellwood |
| | Local Road | | |
| | Railroad | | |
| | Water | | |
| | Parks / Conservation Areas | | |
| | Sumter County | | |
| | City Limits | | |

Source: Lake County, Lake-Sumter MPO, and TranSystems. Map Date: 6/11/12



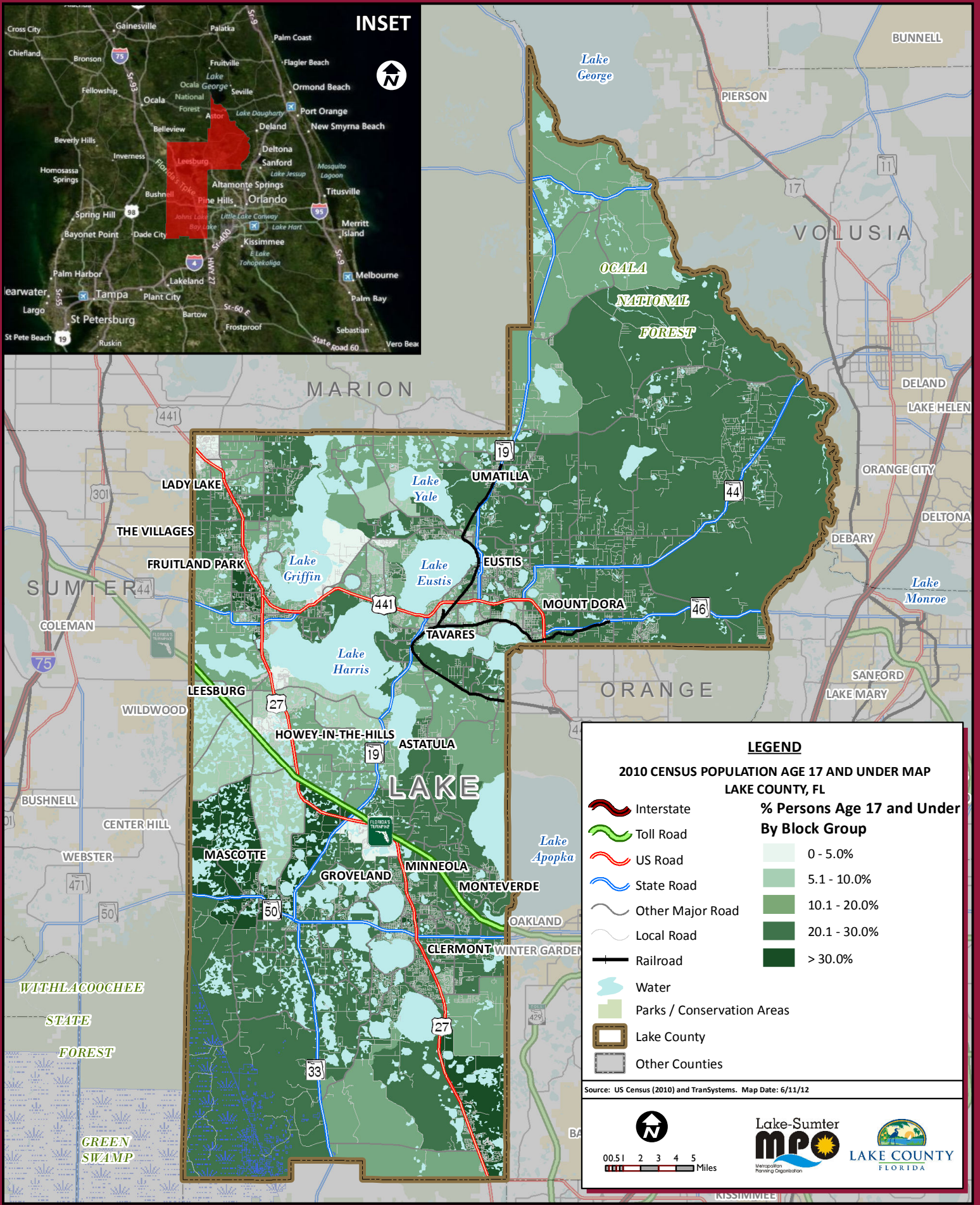
Population Density - 2010 Census

Map 1-5



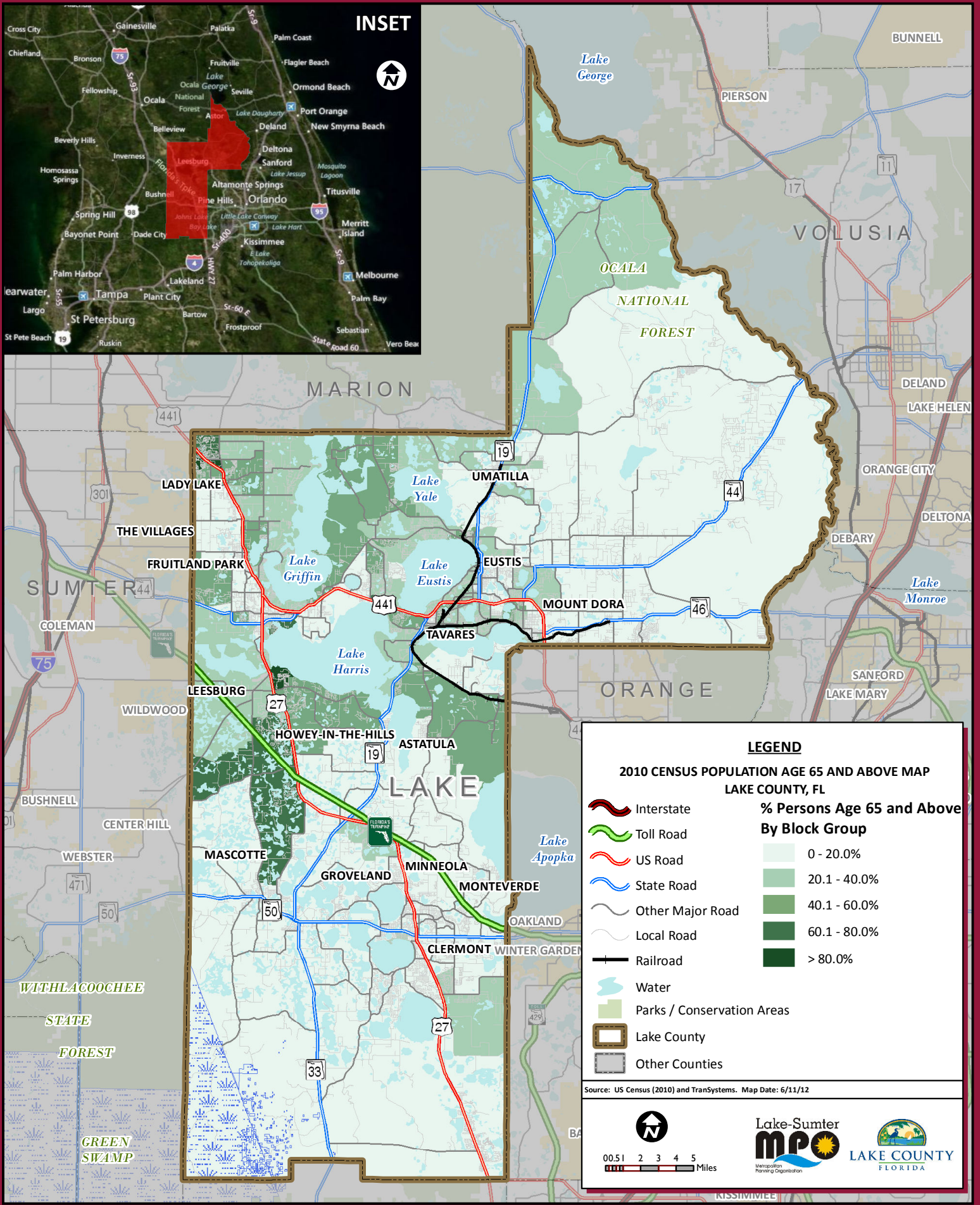
Population Age 17 and Under - 2010 Census

Map 1-6



Population Age 65 and Above - 2010 Census

Map 1-7



INSET



LEGEND

**2010 CENSUS POPULATION AGE 65 AND ABOVE MAP
LAKE COUNTY, FL**

- Interstate
 - Toll Road
 - US Road
 - State Road
 - Other Major Road
 - Local Road
 - Railroad
 - Water
 - Parks / Conservation Areas
 - Lake County
 - Other Counties
-
- % Persons Age 65 and Above
By Block Group**
- 0 - 20.0%
 - 20.1 - 40.0%
 - 40.1 - 60.0%
 - 60.1 - 80.0%
 - > 80.0%

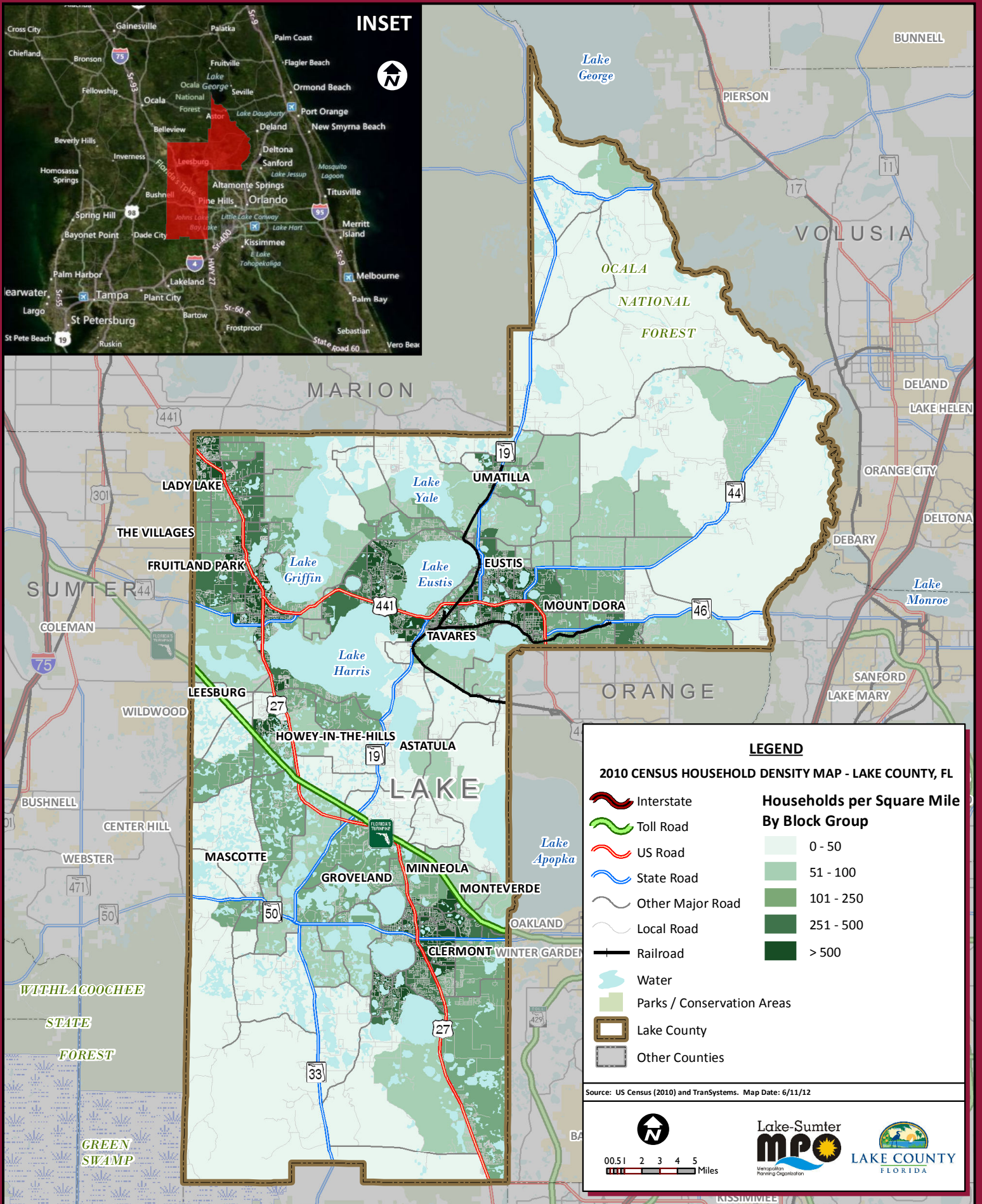
Source: US Census (2010) and TransSystems. Map Date: 6/11/12

0 0.5 1 2 3 4 5 Miles

RISSIVIWEE

Household Density - 2010 Census

Map 1-8

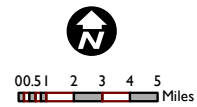


INSET

LEGEND

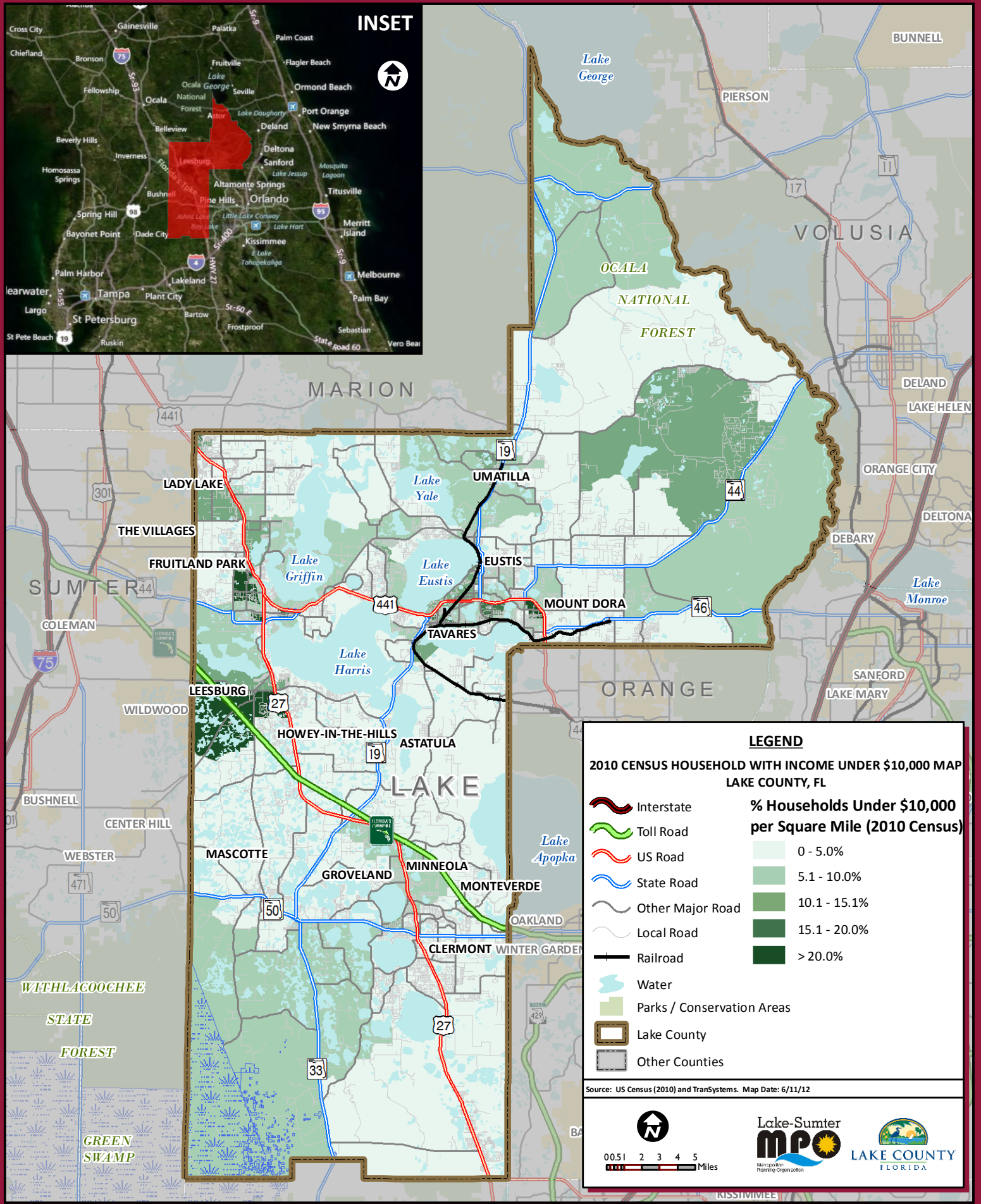
- 2010 CENSUS HOUSEHOLD DENSITY MAP - LAKE COUNTY, FL**
- Interstate
 - Toll Road
 - US Road
 - State Road
 - Other Major Road
 - Local Road
 - Railroad
 - Water
 - Parks / Conservation Areas
 - Lake County
 - Other Counties
- Households per Square Mile By Block Group**
- 0 - 50
 - 51 - 100
 - 101 - 250
 - 251 - 500
 - > 500

Source: US Census (2010) and TransSystems. Map Date: 6/11/12



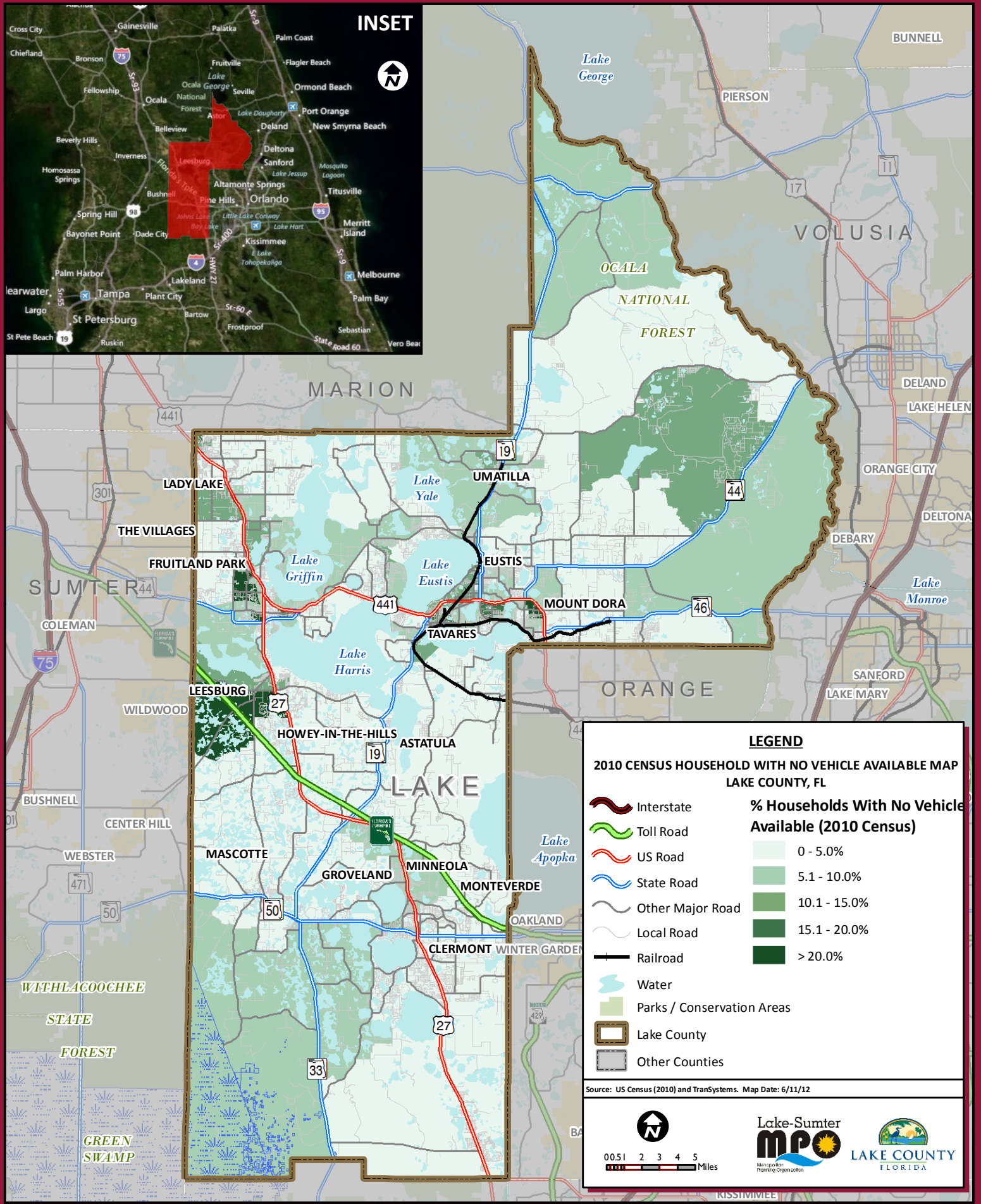
Households With Income Under \$10,000 - 2010 Census

Map 1-9

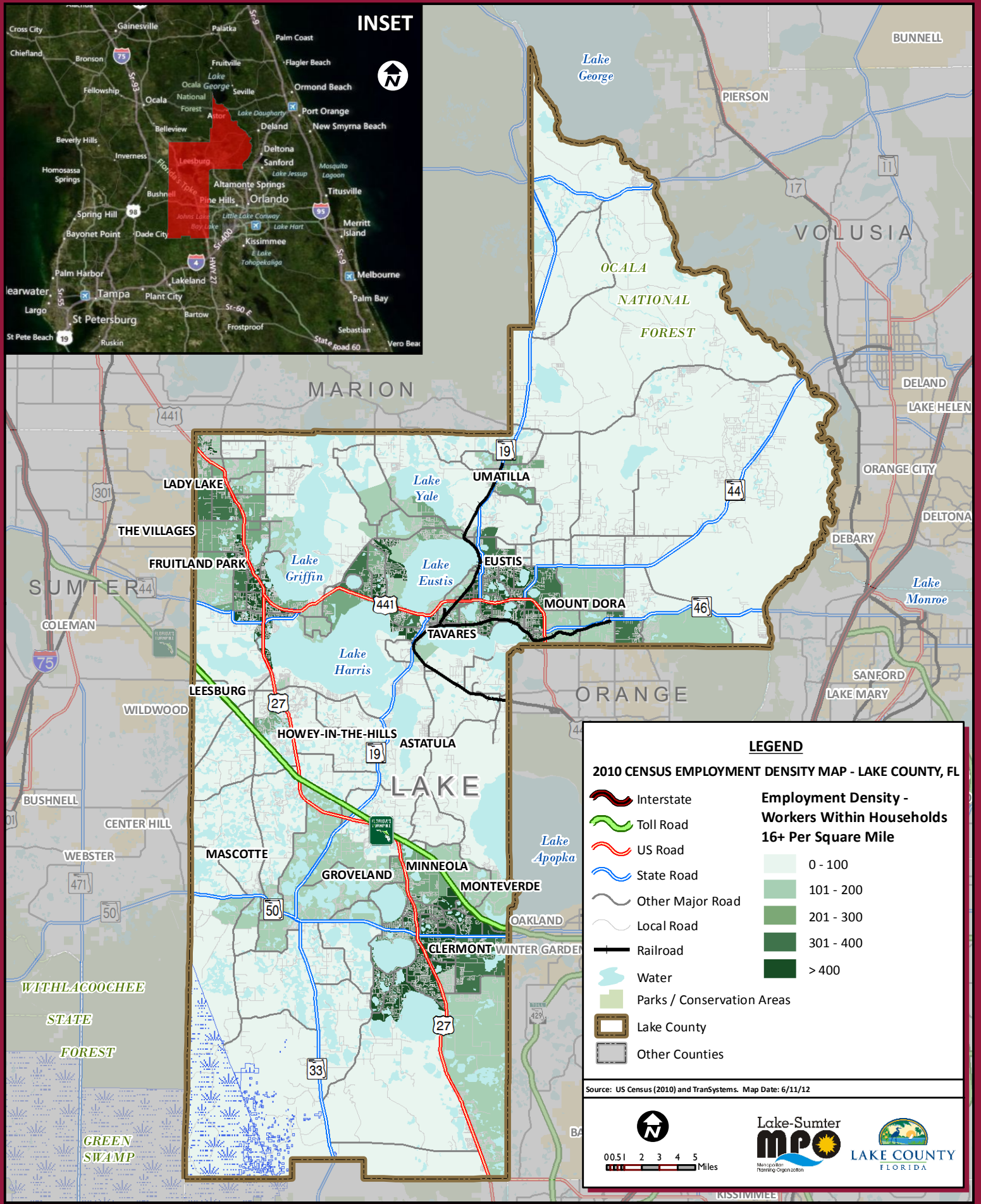


Households With No Vehicle Available - 2010 Census

Map 1-10

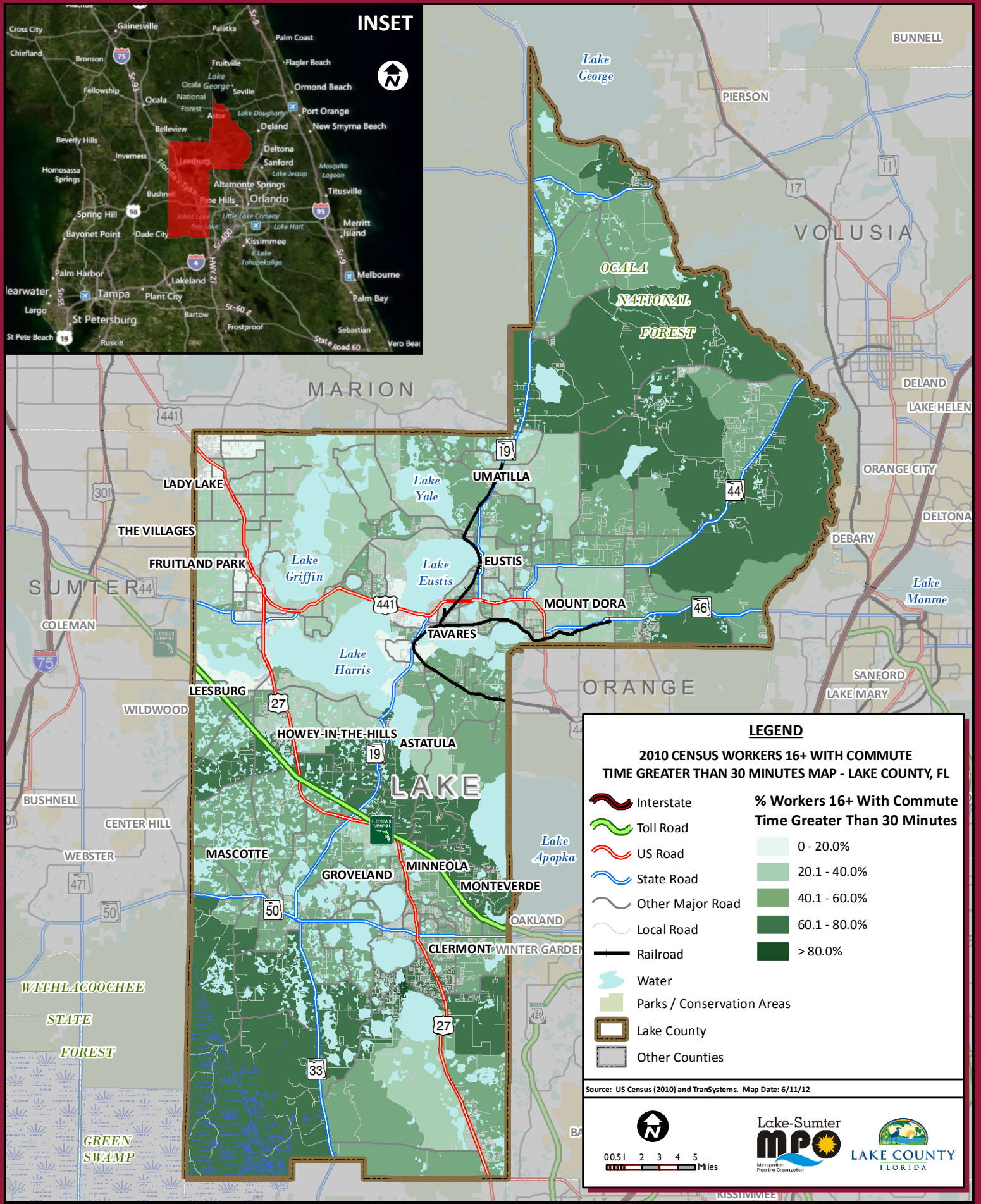


Employment Density - 2010 Census



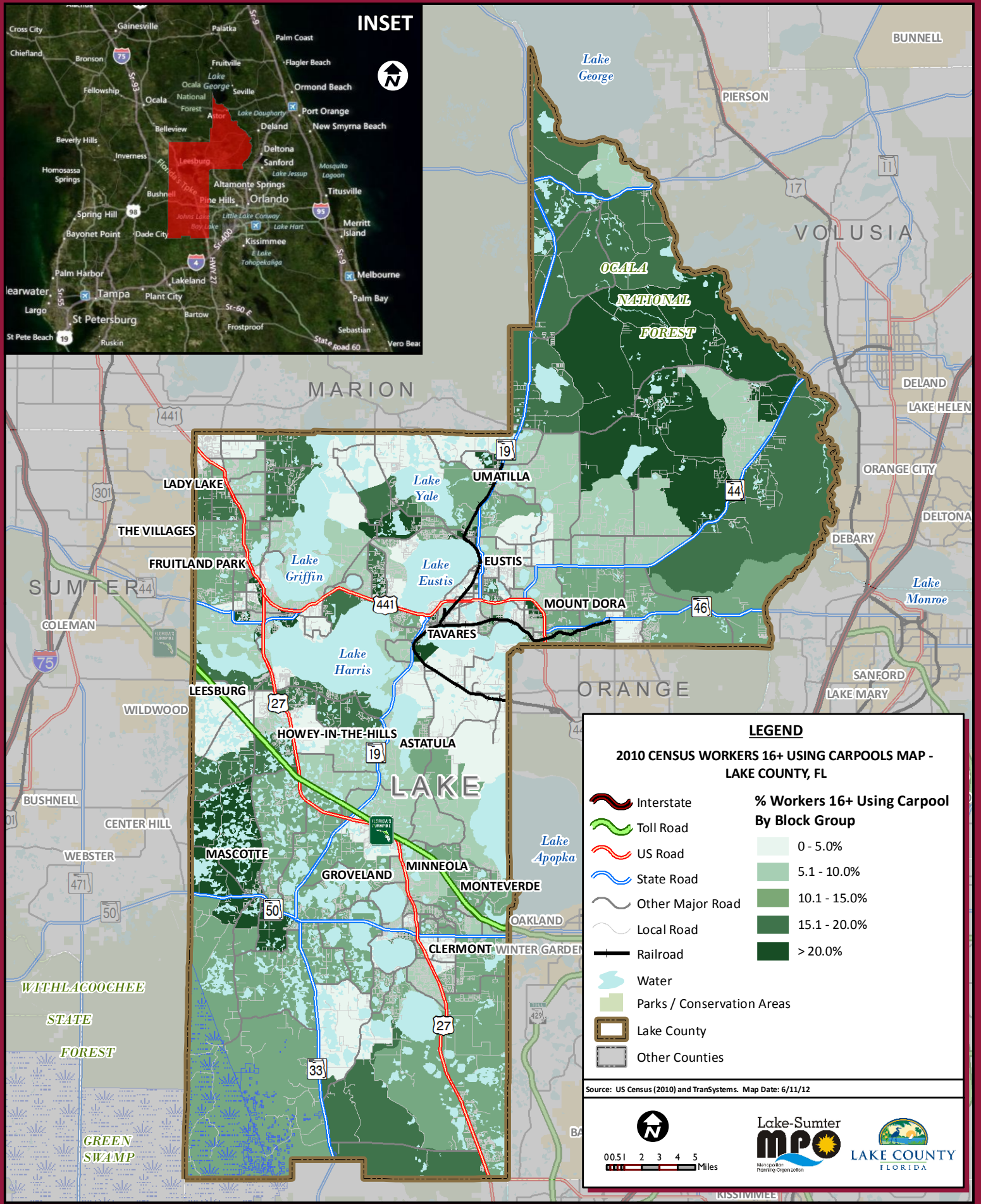
Extended Commuter Travel Time - 2010 Census

Map 1-12



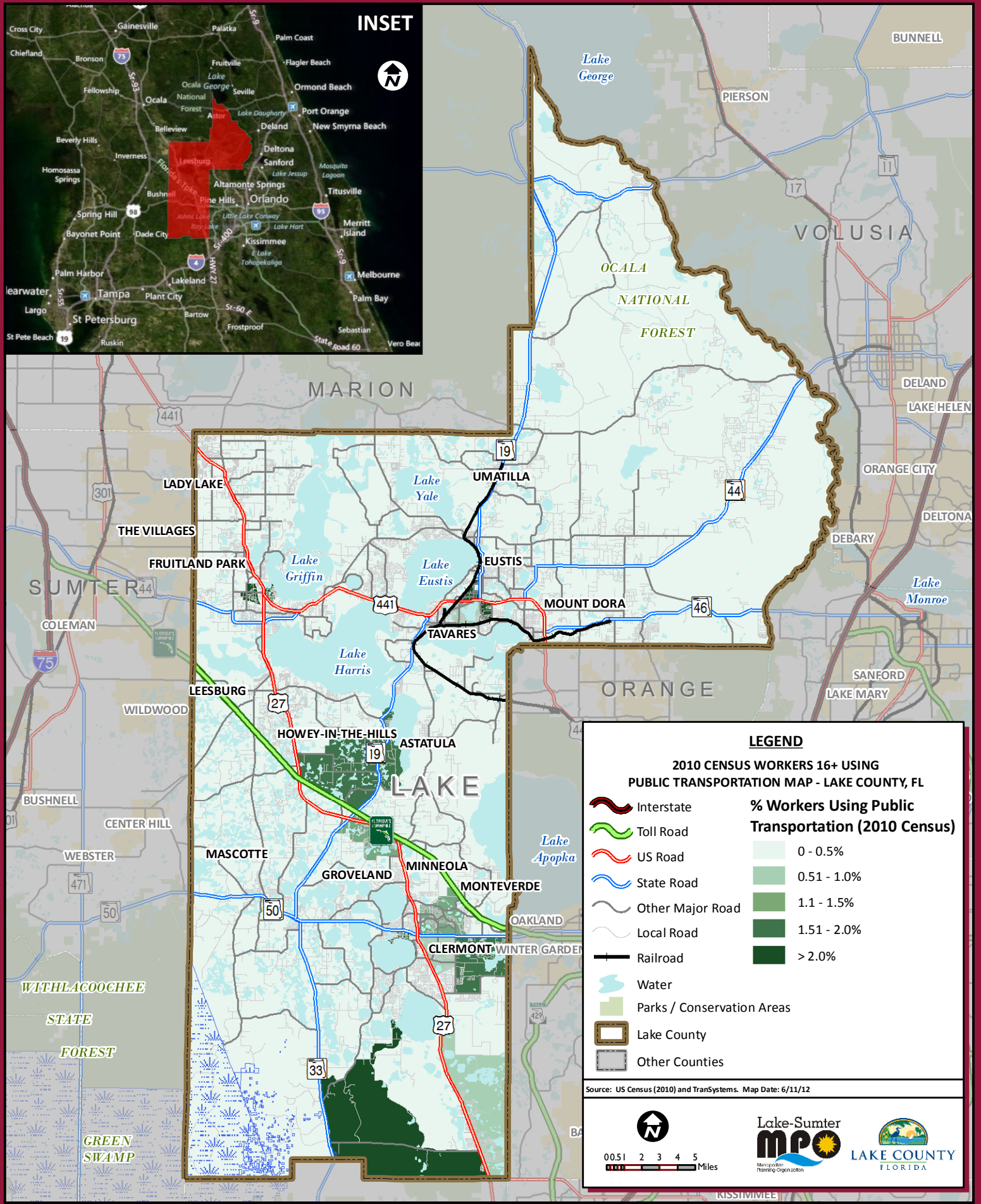
Workers Using Carpools - 2010 Census

Map 1-13



Workers Using Public Transportation - 2010 Census

Map 1-14



Major Activity Centers

Map 1-15

