



**Local Coordinating Board (LCB)
MEETING AGENDA**

May 21, 2019 – 9:15 A.M.
310 Court Street, 1st Floor Conf. Room
Clearwater, FL 33756

THE PLANNING COUNCIL AND METROPOLITAN PLANNING ORGANIZATION FOR PINELLAS COUNTY

1. **CALL TO ORDER AND INTRODUCTIONS**
2. **PUBLIC COMMENT PERTAINING TO ITEMS NOT ON THE AGENDA**
3. **APPROVAL OF MINUTES – February 19, 2019**
4. **BOARD ACTIONS CONCERNING THE TD PROGRAM**
5. **RESILIENT TAMPA BAY: TRANSPORTATION PRESENTATION**
6. **ANNUAL APPROVAL OF GRIEVANCE PROCEDURES**
7. **APPROVAL OF TD PROGRAM OPERATORS AND COORDINATION CONTRACTORS**
8. **RATE MODEL**
9. **TRANSPORTATION DISADVANTAGED SERVICE PLAN UPDATE**
10. **OTHER BUSINESS**
 - A. Tri-County Transportation Disadvantaged Subcommittee
 - B. Federal Transit Administration Section 5310 Grant Update
 - C. Community Transportation Coordinator (CTC) Update
 - D. CTD Update
 - E. Other
11. **INFORMATIONAL ITEMS**
 - A. Trip/Expenditure Reports
 - B. Complaints and Commendations
12. **PUBLIC COMMENT**
13. **ADJOURNMENT**

NEXT REGULARLY SCHEDULED LCB MEETING – September 17, 2019

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability, or family status. Persons who require special accommodations under the Americans with Disabilities Act or persons who require translation services (free of charge) should contact the Office of Human Rights, 400 South Fort Harrison Avenue, Suite 300, Clearwater, Florida 33756; [(727) 464-4062 (V/TDD)] at least seven days prior to the meeting.

Appeals: Certain public meetings result in actions taken by the public board, commission or agency that may be appealed; in such case persons are advised that, if they decide to appeal any decision made at a public meeting/hearing, they will need a record of the proceedings, and, for such purposes, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Local Coordinating Board – May 21, 2019

2. Public Comment Pertaining to Items Not on the Agenda



SUMMARY

Anyone wishing to provide public comment on items not on the agenda may do so at this time. Each speaker will be given a maximum of five minutes.

ACTION: Information only

Local Coordinating Board – May 21, 2019

3. Approval of Minutes – February 19, 2019



SUMMARY

The minutes of the February 19, 2019 meeting are attached for the LCB's review and approval.

Form 8B, Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers, is attached in the event a member of the LCB believes they have a conflict of interest with respect to any item(s) on the current agenda. This form is being provided under this item as any completed forms must be attached to the minutes of the LCB meeting.

ATTACHMENT(S): LCB Minutes – February 19, 2019
LCB Public Workshop Minutes – February 19, 2019
Form 8B

ACTION: Approve minutes

DRAFT
PINELLAS COUNTY LOCAL COORDINATING BOARD
FOR THE TRANSPORTATION DISADVANTAGED PROGRAM
MEETING MINUTES
FEBRUARY 19, 2019

The Pinellas County Local Coordinating Board for the Transportation Disadvantaged met on Tuesday, February 19, 2019 at 9:15 a.m. in the Forward Pinellas Conference Room, First Floor, 310 Court Street, Clearwater, Florida.

MEMBERS PRESENT

Patricia Johnson, Chair	Elected Official
Brian Scott, Vice Chair	Transportation Provider for Profit Representative
Ric Hartman	Over 60
Joe DiDomenico	Persons with Disabilities
Penny Barnard	Agency for Health Care Administration
Jason Martino	Florida Department of Elder Affairs
Priscilla McFadden	Juvenile Welfare Board
Don Shepherd	CareerSource Pinellas
Ross Silvers (ex officio)	PSTA
Loretta Statsick	Citizen Representative
Jane Walker	Daystar Life Center

MEMBERS ABSENT

Ivonne Carmona	Department of Children and Families
Amanda Honingford	Department of Blind Services
Zeffery Mims	Pinellas County Veterans Services (Alt.)
Dave Newell	FDOT

OTHERS PRESENT

Darcy Foster	Tampa Bay Next
Michael L. French	UZURU/Advantage Ride
Steve Holmes	Commissioner for the Transportation Disadvantaged
Fabio Galati	PARC
Deborah Lekenta	QOLCS
Chelsea Favero	Forward Pinellas Staff
Hilary Lehman	Forward Pinellas Staff
Robert Feigel	Forward Pinellas Staff
Al Bartolotta	Forward Pinellas Staff
Sarah Caper	Forward Pinellas Staff
Maria Kelly	Forward Pinellas Staff

1. CALL TO ORDER

Chairperson Johnson called the meeting to order at 9:17 a.m. Those in attendance introduced themselves.

2. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA

No comments were made under this item.

Jane Walker, Daystar Life Center, arrived at 9:20 am.

3. APPROVAL OF MINUTES – November 27, 2018

The meeting minutes for November 27, 2018 were approved with no corrections. Brian Scott motioned approval, seconded by Jason Martino and passed with a unanimous vote.

4. BOARD ACTIONS CONCERNING THE TD PROGRAM

Ms. Sarah Caper, Forward Pinellas staff, stated the Forward Pinellas Board approved the Community Transportation Coordinator (CTC) Review report. The Board also approved the reappointment of several committee members and the appointment of Don Shepherd as primary for Career Source. Michael Hill, Veterans Services, is no longer with Pinellas County and Zeffery Mims will continue as the alternate for Veterans Services.

Ric Hartman, Over 60 representative, arrived at 9:23 am.

5. ANNUAL APPROVAL OF THE LCB BYLAWS

Mr. Robert Feigel, Forward Pinellas staff, reviewed the changes to the LCB by-laws and provided a draft copy in the agenda packet for committee review. The changes include minor wording adjustments and clarifies that the alternate can assume the primary position should the primary position become open. Questions were taken and appropriately answered. A motion was made by Brian Scott to approve the by-laws; it was seconded by Jane Walker and passed with a unanimous vote.

Loretta Statsick, Citizen Representative, arrived at 9:27 am.

6. ANNUAL APPROVAL OF FEDERAL PROVERTY GUIDELINES

Mr. Feigel shared information on the federal poverty guidelines. Eligibility for the TD Program is based on the individual's household monthly income, which must be at or below 150% of the federal guidelines. A table of the 2018 to 2019 guidelines comparison was provided in the agenda packet. Brian Scott motioned to approve the 2019 guidelines. Jane Walker seconded the motion and it passed with a unanimous vote.

7. APPROVAL OF COORDINATION CONTRACTOR - QOLCS

Ms. Debra Lekenta shared information about Quality of Life Community Services (QOLCS). The agency requested approval to become a coordination contractor. Questions were taken and appropriately answered. A motion was made by Jane Walker to approve QOLCS as a coordinator contractor. It was seconded by Don Shepherd and passed with a unanimous vote.

8. TAMPA BAY NEXT WORKFORCE DEVELOPMENT

Tampa Bay Next is a program to modernize Tampa Bay's transportation infrastructure and prepare for the future. Darcy Foster with Tampa Bay Next shared an update on a pilot program being developed by Florida Department of Transportation (FDOT) to help address the construction labor shortage that can happen with interstate modernization projects. The Workforce Development Program (WFD) will become a part of Tampa Bay Next to aide in building stakeholder relationships, provide information to the communities regarding the benefits of scheduled infrastructure projects and to assist with continual construction labor through the WFD. Tampa Bay Next is working with partners such as Career Source, the Pinellas Urban League, and PERC, to recruit potential laborers for training. Questions were taken and appropriately answered.

9. UZURV PILOT PROGRAM

Steve Holmes, Commission for the Transportation Disadvantaged (CTD) Executive Director, and Michael L. French, UZURV/ Advantage Ride, addressed the committee. They referenced last year's state Legislative Session which resulted in requiring the CTD to procure an entity that can provide transportation for persons with intellectual or developmental disabilities (IDD) for a pilot program. The CTD contracted with UZURV for the pilot program to provide transportation for eligible persons with IDD in Pinellas, Hillsborough and Manatee counties. Through a self-service web portal at www.uzurv.com, reservations can be booked up to 30 minutes or up to 30 days in advance and the portal provides driver and vehicle information. Drivers are trained in CPR, first aid and disability sensitivity. Drivers use their own vehicles and are available for transportation services Monday through Friday from 7:00 am – 7:00 pm and Saturday and Sunday from 9:00 am – 5:00 pm. Questions were taken and appropriately answered.

****At this time, the regular LCB was recessed to hold the public hearing for 2019. Following the closing of the public hearing, Chair Johnson continued with the regular LCB agenda.**

10. ADVANTAGE PINELLAS UPDATE

Ms. Chelsea Favero, Forward Pinellas staff, addressed the committee with an update on Advantage Pinellas and the regional survey efforts. Forward Pinellas is currently developing its 2045 long range transportation plan (LRTP) with Pinellas Suncoast Transit Authority's (PSTA) Community Bus Plan. The 2045 LRTP is titled "Advantage Pinellas". Advantage Pinellas will reflect changing growth patterns, new technology, and changing priorities that have occurred since the development and adoption of the 2040 long range plan in 2014.

Advantage Pinellas includes a four phase planning effort. It began with data development, followed by the scenario evaluation phase that included the It's Time Tampa Bay survey. Advantage Pinellas is currently in the third phase, setting priorities and identifying revenues. The process will move into the final phase vision strategy, this summer.

In 2018, a statistically valid survey was completed and received 844 responses. Over 400 people who responded said they would be willing participate in further public outreach exercises by being part of a focus group. The results of the statistically valid survey are being reviewed and analyzed. Some of the key takeaways are that Pinellas County residents want safe and efficient transportation systems, easy access from neighborhoods to destinations and to live 20 to 30 minutes from their job. Eighty-five percent of the people surveyed said that having frequent and reliable transit improves the areas economic value. The It's Time Tampa Bay survey was open from July 31 to September 30, 2018. There were over 9,500 participants in the survey, which was a nationwide record for this platform. Copies of the survey presentation can be provided by Forward Pinellas staff.

Public outreach will continue to be a priority in the development of the plan. Discussion followed where questions were taken and appropriately answered.

11. OTHER BUSINESS

A. Tri-County Transportation Disadvantaged Project

Ms. Caper shared information regarding the Tri-County Transportation Disadvantaged project, which is being considered for a FTA Section 5310 project. Per Ross Silvers with PSTA, Pasco County did develop a proposal that is waiting to be submitted.

B. Federal Transit Administration Section 5310 Grant Update

Updates were provided throughout the meeting as they were relevant to other topics of discussion.

C. CTC Update

Ross Silvers updated the committee on CTC activities, including the Mobility on Demand project which is moving forward with DART clients, but is still a work in progress. As discussed previously, PSTA is facing a budget deficit. In March, there will be discussions on possible cuts to services. Ms. Caper updated the committee on the Forward Pinellas Funding Workshop held jointly with PSTS, BCC and the Mayors Council in January. Staff is doing follow-up as a result of that workshop to further define transportation funding needs, how that relates to PSTA's budget deficit and funding sources.

D. CTD Update

The annual TD Legislation Day in Tallahassee is coming up. The agenda included information on event details and registration.

E. Other

No additional information at this time.

12. **INFORMATIONAL ITEMS**

A. **Trip Expenditure Reports**

The trip/expenditure reports are in the agenda packet.

B. **Complaints and Commendations**

No complaints commendations received.

13. **PUBLIC COMMENT**

No public comment

14. **ADJOURNMENT**

The meeting adjourned at 11:28 a.m. The next LCB meeting is May 21, 2019.

DRAFT
PINELLAS COUNTY LOCAL COORDINATING BOARD
FOR THE TRANSPORTATION DISADVANTAGED PROGRAM

PUBLIC WORKSHOP
FEBRUARY 19, 2019
10:28 A.M.

The Pinellas County Local Coordinating Board for the Transportation Disadvantaged held its Public Workshop on Tuesday, February 19, 2019 at 10:28 a.m. in the Forward Pinellas Conference Room, First Floor, 310 Court Street, Clearwater, Florida.

MEMBERS PRESENT

Patricia Johnson, Chair	Elected Official
Brian Scott, Vice Chair	Transportation Provider for Profit Representative
Ric Hartman	Over 60
Joe DiDomenico	Persons with Disabilities
Penny Barnard	Agency for Health Care Administration
Jason Martino	Florida Department of Elder Affairs
Priscilla McFadden	Juvenile Welfare Board
Don Shepherd	CareerSource Pinellas
Ross Silvers (ex officio)	PSTA
Loretta Statsick	Citizen Representative
Jane Walker	Daystar Life Center

MEMBERS ABSENT

Ivonne Carmona	Department of Children and Families
Amanda Honingford	Department of Blind Services
Zeffery Mims	Pinellas County Veterans Services (Alt.)
Dave Newell	FDOT

OTHERS PRESENT

Darcy Foster	Tampa Bay Next
Michael L. French	UZURU/Advantage Ride
Steve Holmes	Commissioner for the Transportation Disadvantaged
Fabio Galati	PARC
Deborah Lekenta	QOLCS
Chelsea Favero	Forward Pinellas Staff
Hilary Lehman	Forward Pinellas Staff
Robert Feigel	Forward Pinellas Staff
Al Bartolotta	Forward Pinellas Staff
Sarah Caper	Forward Pinellas Staff
Maria Kelly	Forward Pinellas Staff

1. CALL TO ORDER

Chairperson Johnson called the public workshop to order at 10:28 a.m.

2. STAFF PRESENTATION ON THE TRANSPORTATION DISADVANTAGED PROGRAM

Ms. Caper provided a brief presentation on the structure and the relationship of the Transportation Disadvantaged program and a look ahead to 2019. Ric Hartman commented on obtaining crash data on the elderly with regards to trip information. Jason Martino commented on the state wide Safe Mobility Coalition and would like to bring in a speaker for a future meeting. Jane Walker made a motion to have the Safe Mobility Coalition speaker to come in, seconded by Ric Harman and passed with a unanimous vote. Jane Walker commented on the low income and transportation disadvantaged people that are served by Daystar Life Center,

who live in areas where they do not have nearby grocery stores and are in need of assistance in getting groceries home from the food pantry. Ric Hartman stated he would be happy to provide a presentation on Clearwater's Complete Streets Program. Chair Johnson commented on Health in all Policies, noting its importance in the effort to develop streets that are more elderly and the transportation disadvantaged friendly.

3. **PUBLIC COMMENT**

Chairperson Johnson opened the floor for public comment. With no public comment, she adjourned the Public Workshop at 10:43.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
MAILING ADDRESS	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
CITY COUNTY	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY NAME OF POLITICAL SUBDIVISION:
DATE ON WHICH VOTE OCCURRED	MY POSITION IS: <input type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTEE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a “relative” includes only the officer’s father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A “business associate” means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, _____, hereby disclose that on _____, 20 _____:

(a) A measure came or will come before my agency which (check one)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____;
- inured to the special gain or loss of my relative, _____;
- inured to the special gain or loss of _____, by whom I am retained; or
- inured to the special gain or loss of _____, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

Local Coordinating Board – May 21, 2019

4. Board Actions Concerning the TD Program



SUMMARY

At its March meeting, the Forward Pinellas Board approved the appointment of Heath Kirby to the Local Coordinating Board (LCB), filling the Local Medical Community position. The Board also approved the appointment of Michael Taylor to the LCB, filling the newly added Agency for Persons with Disabilities position with Debra Noel and Brett Gottschalk as alternates. In April, the Board approved the Florida Department of Transportation's (FDOT) request to add Katina Kavouklis and Chris Leffert as alternates for Dave Newell for the Technical Support position. In May, the Board appointed Mr. Zeffery Mims as the Veterans Services Director. He will assume the primary representative position, and Michael Swonger will be the alternate.

ATTACHMENT(S): None

ACTION: None required; informational item

5. Resilient Tampa Bay: Transportation Presentation

SUMMARY

The Tampa Bay region is one of the most vulnerable areas in the country, experiencing frequent storm events and persistent flooding. Forward Pinellas, the Hillsborough and Pasco Metropolitan Planning Organizations (MPO), Tampa Bay Regional Planning Council, and the Florida Department of Transportation District 7 were awarded a Federal Highway Administration (FHWA) Resilience and Durability to Extreme Weather grant to develop strategies that will make the transportation system more resilient.

Each MPO is currently developing their 2045 Long Range Transportation Plans (LRTP). New federal requirements state that LRTP's must work on "improving the resiliency and reliability of the transportation system and reducing or mitigating the stormwater impacts of surface transportation..." This pilot project, titled Resilient Tampa Bay: Transportation, will assist in meeting the new federal mandate as well as inform the LRTP's of the Tampa Bay MPOs as well as the regional LRTP.

Since residents of all ages with special needs, those without transportation, and the elderly require extra attention and preparation in order to stay protected in weather emergencies, this study's scope of work also includes criteria related to concentrations of transportation disadvantaged individuals.

Forward Pinellas staff will provide an overview of the study including the vulnerability methodology, critical transportation links and potential adaptation strategies.

ATTACHMENT(S): Resilient Tampa Bay: Transportation Fact Sheet

ACTION: None, information only

Resilient Tampa Bay Transportation



RESILIENT TAMPA BAY: Transportation Pilot Background

- A 2014 federal report, the Third National Climate Assessment, labeled the Tampa Bay area as one of three areas in Florida particularly vulnerable to rising sea levels. (Tampa Bay Times, 10/5/18)
- An insurance industry group has ranked the Tampa Bay region as the most vulnerable metropolitan area in the United States to storm surge, with \$175 billion in potential losses. (Tampa Bay Times, 10/5/18)
- This initiative is one of 11 Federal Highway Administration Resilience and Durability to Extreme Weather Pilot Program projects to improve transportation infrastructure.
- Pilot's purpose is two-fold: 1) to address Fixing America's Surface Transportation (FAST) Act requirements for MPO long range transportation planning to consider way to improve the resilience and reliability of the transportation system, and 2) to provide information and recommendations to ensure the region's transportation system meets near and long term functional, economic, and quality of life goals of Tampa Bay's residents, businesses, and visitors.

www.fhwa.dot.gov/environment/sustainability/resilience/pilots/resdurpilot.cfm

» Key Facts

- 2.8 million persons
- 2nd largest population in Florida
- 1000+ miles of shoreline
- 58% population in flood zones
- 2,990 lane miles of roads in Hillsborough, Pinellas, and Pasco Counties potentially affected by Category 3 hurricane with sea level rise (2017 NOAA High projection)
- 1,214 lane miles of roads in Hillsborough, Pinellas, and Pasco Counties potentially affected by a rain even that results in 9 inches over 24 hours



Project Timeline



Stakeholder Engagement:

- ONE BAY Livable Communities Working Group
- Local Mitigation Strategy Working Groups (Hillsborough, Pasco, and Pinellas Counties)
- Hillsborough MPO, Pasco MPO, and Forward Pinellas Boards and Committees
- Criticality and Flooding Survey (agency and public stakeholders)

CONTACT:

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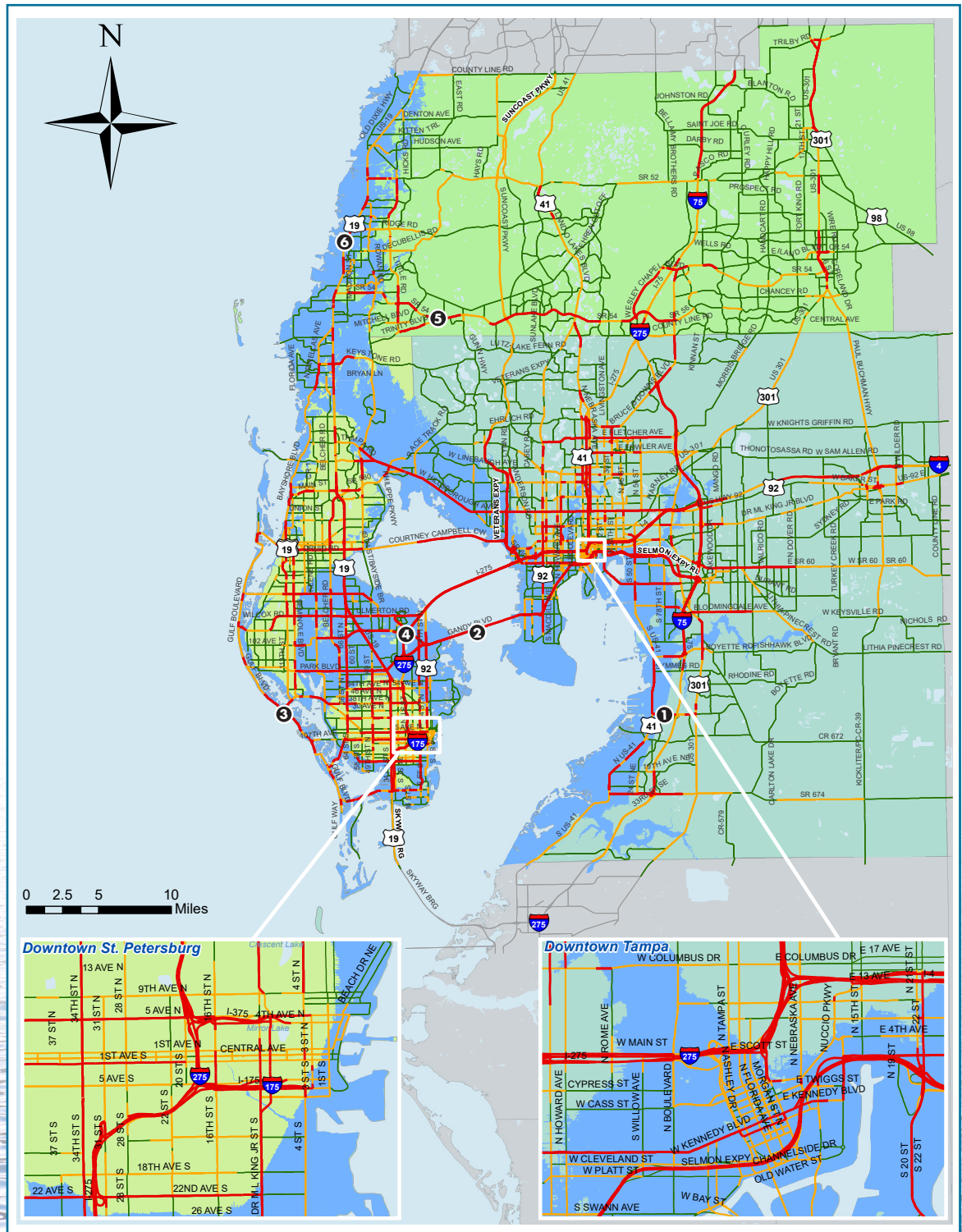
www.planhillsborough.org/resilient-tampa-bay-transportation/

Critical Transportation Facilities and Category 3 Storm Surge with NOAA High Sea Level Rise Projection for 2045

The following information was used to determine criticality. Each factor was given a score from 1-3. Segments with scores greater than 13 are classified as “High” criticality. Those with scores of 11 through 13 are “Moderate” and the remainder are “Low” criticality.

Factor	Max
Evacuation Route	3
Projected 2040 Traffic volume	3
Proximity or primary route to major economic and social activity centers	3
Projected Population density	3
Transit Corridor	2
Part of adopted land use and/or transportation plans (ex. LRTP, TIP, SIS, National Highway Freight Network)	2
Projected Employment density	2
Percentage of Zero-Car Households (house hold with no access to a personal vehicle)	2
Intermodal Connectivity (Port/Rail connectors)	1
Projected Truck Traffic or Freight Corridor	1
Equity areas (Environmental Justice/Disadvantaged Populations, as identified by the metropolitan planning organizations)	1

The 2017 Nation Oceanic and Atmospheric Administration (NOAA) high sea level rise projection for 2045 is 2.18 feet increase, with 8.46 feet projected for 2100.



LEGEND

Counties	Transportation Network Criticality	Inundated Land
Outside Study Area	Low	Inundated Land
Hillsborough	Moderate	
Pasco	High	
Pinellas		
Water Bodies		

Representative Projects

- 1 Big Bend Rd from US 41 to I-75
- 2 Gandy Blvd from 4th St to S Dale Mabry Hwy
- 3 Gulf Blvd Bath Club Cir to I25 Ave & Tom Stuart Cswy Bridge
- 4 Roosevelt Blvd/SR 686 from Ulmertown Rd/SR 688 to Gandy Blvd
- 5 SR 54 from US 19 to Suncoast Pkwy
- 6 US 19 from SR 54 to SR 52

The surface transportation system and these six projects will be evaluated regarding mobility and economic impacts for the region, as well as to identify appropriate mitigation strategies and costs for consideration as part of the Long Range Transportation Plan process.

6. Grievance Procedures

SUMMARY

The LCB is responsible for reviewing and approving grievance procedures for the TD Program annually. The grievance procedures are included as an appendix in the Transportation Disadvantaged Service Plan (TDSP). They were last reviewed at the May 2018 LCB meeting. The attached grievance procedures include minor changes to the adoption date and no other changes.

In addition, in accordance with the procedures, there is a grievance committee to address any matters that require their attention. The chair of the LCB appoints members to the committee and they are voted upon by the LCB if possible. At a minimum the grievance committee should include:

- One (1) representative of a sponsoring agency (currently Lisa Freeman);
- One (1) representative of TD customers (vacant, formerly Vivian Peters);
- Two (2) representatives of the LCB, members-at-large (currently Brian Scott and Jane Walker);
and
- One (1) representative of a provider (currently Deborah Lekenta).

The LCB needs to appoint a new representative of TD customers.

ATTACHMENT(S): Grievance procedures

ACTION: Approve grievance procedures with proposed minor modification. Approve appointment of Chair's recommendation of a new representative of TD customers to the Grievance Committee, if available.

FORWARD PINELLAS, as the Pinellas COUNTY
METROPOLITAN PLANNING ORGANIZATION, TRANSPORTATION
DISADVANTAGED
LOCAL COORDINATING BOARD

GRIEVANCE COMMITTEE
POLICIES AND PROCEDURES

Originally Adopted: July 16, 1991

Last Adopted: May 21~~15~~, 2019~~8~~

SECTION 1: CREATION OF A BOARD

There is hereby created and established a **PINELLAS COUNTY TRANSPORTATION DISADVANTAGED GRIEVANCE COMMITTEE**, hereinafter referred to as Grievance Committee, a Subcommittee of the Local Coordinating Board, established pursuant to Chapter 427, Florida Statutes and Rule 41-2, and the Memorandum of Agreement between PSTA and the Transportation Disadvantaged Commission.

SECTION 2: DEFINITIONS

As used in these Policies and Procedures, the following terms shall have the meanings as shown below:

- A. Community Transportation Coordinator (hereinafter referred to as the CTC): Responsible for organizing countywide transportation for the transportation disadvantaged.
- B. Local Coordinating Board (hereinafter referred to as Coordinating Board): Appointed by the Forward Pinellas, provides direction to the CTC.
- C. Sponsoring Agency: Those agencies contracting with the CTC to provide services to their own transportation disadvantaged clients.
- D. Agency Program Manager: The individual responsible for operating the transportation program at a given service agency/company.
- E. TD Transportation Provider (herein referred to as Provider): The entity providing transportation services for the transportation disadvantaged (may or may not be associated with the funding agency).
- F. Transportation Disadvantaged Client (herein referred to as TD Customer): Those individuals who because of physical or mental disability, income status, age, or other reasons are unable to purchase transportation and are therefore dependent upon others to obtain access to health care, sustenance, employment, education, shopping, social activities and other life-sustaining activities.

SECTION 3: OBJECTIVES

The objective of the Grievance Committee is to provide all parties with an impartial body to hear complaints and settle disputes concerning transportation disadvantaged services. The Grievance Committee shall take on the role of mediator.

SECTION 4: MEMBERSHIP

- A. Members of the Grievance Committee shall be appointed by the Chair of the Local Coordinating Board and voted upon by the Local Coordinating Board Members (if possible).
- B. At a minimum, the Grievance Committee should be composed of:
 - One (1) representative of a Sponsoring Agency
 - One (1) representative of TD Customers
 - Two (2) representatives of the Local Coordinating Board, members-at-large
 - One (1) representative of a Provider.
- C. Forward Pinellas, acting as the Designated Planning Agency (DoPA) shall be staff to the Grievance Committee and shall serve as an advisory member.

SECTION 5: TERMS OF MEMBERS

- A. The members of the Grievance Committee shall serve as long as the Chair and members of the Local Coordinating Board deem fit.
- B. The Grievance Committee shall elect a chairperson to oversee meetings and report back to the Local Coordinating Board meetings as necessary.

SECTION 6: GRIEVANCE PROCEDURES

Complaints and/or disputes concerning transportation services may be heard by the Grievance Committee in accordance with the following procedure:

- A. Customers, Sponsoring Agencies, and/or Providers shall contact the Agency or CTC Program Manager in writing in an attempt to resolve complaints.
- B. If this effort is not successful, the complainant(s) should contact Forward Pinellas, who will work with the Agency Program Manager and complainant(s) to find a common ground in which to negotiate a resolution.
- C. If this effort is not successful, the complainant(s) can contact the Commission for the Transportation Disadvantaged TD helpline, (800) 983-2435, for assistance.
- D. As a last resort, an issue should go to the Grievance Committee. When necessary, a Grievance Form can be secured from Forward Pinellas. (Attachment A)
- E. Upon receipt of a properly completed Grievance Form, Forward Pinellas will contact the Chair of the Local Coordinating Board. Grievance Committee members will be appointed, if needed, and set a meeting date within three (3) weeks of receiving the form.

- F. The complainant(s) and all parties involved shall be contacted once the meeting time, date and location are set.
- G. The Agency Program Manager will publicly post an announcement of the meeting where their TD customers can read it.

SECTION 7: POWERS AND DUTIES OF THE GRIEVANCE COMMITTEE

- A. The Grievance Committee shall have the opportunity to review the filed Grievance Form prior to the meeting date.
- B. Grievance Committee meetings shall be open to all parties involved in complaint and/or dispute concerning transportation disadvantaged services.
- C. The Grievance Committee will make an advisory decision about the grievance before the meeting adjourns.
- D. All parties will have two (2) weeks in which to enact the committee's decision.
- E. It will be the complainant's responsibility to report back to Forward Pinellas within two (2) weeks as to steps taken and resolution achieved.
- F. Minutes shall be kept of each meeting and filed with Forward Pinellas quarterly.

SECTION 8: MODIFICATION OF PROCEDURES

A copy of this procedure will be made available on a general basis to those providers and agencies involved with meeting the needs of the transportation disadvantaged population of Pinellas County.

GRIEVANCE FORM

Return to:
Transportation Disadvantaged Program Local Coordinating Board
C/o Forward Pinellas
310 Court Street
Clearwater, FL 33756

Name of Complainant: _____ Date of Birth: _____
Address: _____
Telephone: _____
Date and time of incident: _____

I. Attach description of incident & steps taken to resolve complaint:

Complainant's Signature: _____ Date: _____

II. Attach comments by Agency Program Manager:

Signature: _____

III. Attach comments by CTC if not same as Agency Program Manager:

Signature: _____

THIS SECTION TO BE COMPLETED BY MPO ONLY

I. Date report received by Forward Pinellas: _____

II. Action requested of Grievance Committee:

III. Time, date and location of Grievance Committee meeting:

IV. Action taken by Grievance Committee:

V. Complainant's Report to CTC (within 2 weeks):

Local Coordinating Board – May 21, 2019

7. Approval of TD Program Operators and Coordination Contractors



SUMMARY

Each year, the LCB reviews and approves the list of operators and coordination contractors that PSTA enters into agreements with as the Community Transportation Coordinator (CTC) for the TD Program. PSTA has agreements with operators that receive funding to provide TD trips, as well as coordination contractors that receive or are seeking Federal Transit Administration (FTA) Section 5310 Program funding. The LCB is required to annually review the agreements and PSTA is responsible for monitoring the terms of the agreements.

Operators

ARC Tampa Bay
Lighthouse
Neighborly Care Network
PARC

Coordination Contractors

ACTS
Boley
Creative Clay
Goodwill
City of Gulfport
Homeless Emergency Project
Louise Graham Center
Operation PAR
PEMHS
Quality of Life
Suncoast Center
Sunrise Community Center
Van Gogh's Palette/ Vincent House
Westcare

Due to adjustments in the CTC's budget and CTD grant revenue, the operator funding is being adjusted for FY 2019-20.

ATTACHMENT(S):

- Coordination Contractor (Goodwill) Agreement
- Pinellas County Agreement
- Operator (Neighborly) Agreement

ACTION: Approve TD Program operators and coordination contractors

**HEALTH INITIATIVE TRANSPORTATION DISADVANTAGED BUS PASS AGREEMENT
BY AND BETWEEN PINELLAS COUNTY
AND
THE PINELLAS SUNCOAST TRANSIT AUTHORITY**

THIS AGREEMENT FOR HEALTH INITIATIVE TRANSPORTATION DISADVANTAGED BUS PASS PROGRAM BY AND BETWEEN PINELLAS COUNTY AND THE PINELLAS SUNCOAST TRANSIT AUTHORITY ("Agreement") is made and entered into on this *16th* day of *August* 2018 ("Execution Date"), by and between the Pinellas Suncoast Transit Authority, an independent special district ("PSTA") with its principal place of business located at 3201 Scherer Drive, St. Petersburg, FL 33716 and Pinellas County, a political subdivision of the State of Florida (the "County") with its principal place of business located at 440 Court Street, Second Floor, Clearwater, Florida 33756 (collectively, the "Parties).

WHEREAS, PSTA has the objective to increase public transportation ridership in Pinellas County; and

WHEREAS, the County provides assistance to eligible residents funded by County taxpayers and operated under the authority of the Pinellas County Board of County Commissioners; and

WHEREAS, the County wishes to support and encourage transit ridership by clients enrolled in the Pinellas County Health Program (PCHP) ("County Clients"), which is available to eligible low-income residents; and

WHEREAS, the Parties believe that if Eligible County Clients (as defined below) are able to utilize PSTA bus services, ridership of PSTA bus services and access to services will increase; and

WHEREAS, the Parties wish to enter into this Agreement to provide bus passes to Eligible County Clients.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The above recitals are true and correct and incorporated into this Agreement by reference.
2. **Term.** The term of this Agreement shall commence on October 1, 2018 and shall terminate on September 30, 2019, unless earlier terminated as provided for herein. Each 12 month period during the term of this Agreement (October 1 to September 30) shall be called a "Term Year".
3. **Provision of Bus Passes.**
 - i. All County Clients whom are enrolled in PCHP, are at or below 150% Poverty level, and do not have transportation ("Eligible County Clients") will be eligible to receive a ten (10) non-consecutive day bus pass ("10-Day Pass") with copayment fully paid

for by the County as set forth below. Each 10-Day Pass provided under this Agreement will only be valid for use by the Eligible County Client to whom it is issued and each Eligible County Client may only receive one (1) 10 Day Pass per month.

ii. Eligible County Clients shall be given a PCHP identification card (i.e. "Blue Card") with verifiable name and photograph. The Client must present this card or other valid government-issued photo ID at a PSTA Transit Center to receive their 10-Day Pass or upgrade to an unlimited, monthly bus pass, as set forth below. Eligible County Clients who present a PCHP card shall be given one free bus ride to a PSTA Customer Service Center for the purpose of obtaining a bus pass. PSTA representatives are prohibited from confiscating PCHP cards.

iii. Only at the time of requesting a 10-Day Pass at a PSTA Transit Center, all Eligible County Clients will have the option to "upgrade" their pass to an unlimited monthly bus pass at a cost of Eleven U.S. Dollars and NO/100 (\$11 .00), Six Dollars (\$6) of which shall be paid by the Eligible County Client directly to PSTA. The County shall remit Five Dollars (\$5) to PSTA as compensation for each 10 Day Pass and unlimited monthly pass provided to an Eligible County Client under this Agreement. PSTA will incur the costs to distribute bus passes to Eligible County Clients pursuant to this Agreement. The County will make its Eligible County Client registrant information available electronically to PSTA so that PSTA may upload such information into PSTA's pass distribution database. Eligible County Clients may obtain a bus pass through PSTA only.

iv. Upon PSTA's implementation of digital fare technology system-wide and after PSTA's determination that the bus passes for Eligible County Clients may be converted to the digital fare technology, both parties shall cooperate in transitioning the bus passes to the digital fare technology at no additional cost to the County.

4. Eligibility.

i. In order to be considered "Eligible" for a bus pass, a County Client must be determined eligible by County staff for the PCHP, be at or below 150% Poverty level and not have transportation.

ii. The County shall provide weekly electronic enrollment reports to PSTA during the term of this Agreement, which includes the names, expiration dates, and dates of birth of Eligible County Clients. As a condition precedent to receiving such information, PSTA shall execute a Business Associate Agreement with the County in a form approved by PSTA's General Counsel (Attachment1).

iii. On an annual basis the County will confirm that each County Client is eligible for PCHP, is at or below 150% Poverty level, and does not have transportation as reported by the client. The County agrees to provide documentation to PSTA of such eligibility upon request by PSTA or the State of Florida for a period of five years from date of execution.

iv. If PSTA determines that an individual requesting a bus pass pursuant to this Agreement is not an Eligible County Client, even if included on the County's weekly electronic enrollment reports provided to PSTA pursuant to paragraph 5(ii), PSTA may refuse to provide the individual with a bus pass and shall notify the County.

5. **Termination.**

i. Either party may terminate this Agreement for convenience upon thirty (30) days prior written notice to the other party.

ii. Either party may terminate this Agreement upon written notice to the defaulting party in the event the other party defaults on any of the terms and conditions of this Agreement and such failure continues for a period of thirty (30) days following notice from the non-defaulting party specifying the default.

iii. This Agreement shall terminate on September 30, 2019, or immediately when PSTA has invoiced the County for a total of One Hundred and Thirty Thousand U.S. Dollars (\$130,000) or 26,000 bus passes (the "Contract Cap") in any one Term Year under this Agreement, whichever occurs first. When PSTA has issued Twenty-four Thousand (24,000) bus passes under this Agreement ($\$120,000/\$5.00 = 24,000$ passes), PSTA will promptly notify the County. The County shall have ten (10) days from the date of such notice to provide written notice to PSTA that the County wishes to extend the Agreement, at which time the County may either waive the Contract Cap or the Parties may agree to a new, increased Contract Cap. If the County fails to provide such notice within said ten (10) days, PSTA's obligation to provide bus passes pursuant to Paragraph 4 above shall terminate immediately upon issuing a total of 26,000 bus passes per year, and this Agreement shall terminate upon the County's final payment of PSTA's invoice for the remainder of the bus passes up to the Contract Cap.

iv. The County shall pay for any passes issued to Eligible County Clients pursuant to Section 4(i) of this Agreement, by PSTA, prior to the expiration or termination of this Agreement, however terminated, up to the Contract Cap, including any increase in the Contract Cap.

6. **Notices.**

i. All notices required to be delivered by one party to the other shall be given either by personal delivery, by fax, or by U.S. certified mail return receipt requested. Notice shall be effective upon delivery if by personal delivery, upon transmission confirmation if sent by fax, and upon receipt as shown on return if sent by certified mail unless such mailing is returned unclaimed in which case such notice shall be deemed effective as of the date of mailing. The names and addresses of the persons authorized to receive notice on behalf of each party are as follows:

If to PSTA:

Brad Miller, Chief Executive Officer
Pinellas Suncoast Transit Authority
3201 Scherer Drive
St. Petersburg, Florida 3371 6
Fax No. (727) 540-1913

If to the Department:

Tim Burns, Division Director Planning
and Contract Services
440 Court Street, 2nd Floor
Clearwater, FL 33756
Fax no. (727) 464-8441

With a required copy to:

Alan S. Zimmet, General Counsel
Bryant Miller Olive
One Tampa City Center, Suite 2700
Tampa, FL 33602
Fax: (813) 223-2705

With a required copy to:

Mark Woodard
315 Court Street, 6th Floor
Clearwater, FL 33756

Carl Brody
315 Court St, 6th Floor
Clearwater, FL 33756

Daisy Rodriguez
440 Court St, 2nd Floor
Clearwater, FL 33756

ii. Either party may change its address or designated persons by giving written notice of such change to the other party pursuant to the terms of this paragraph.

7. **Payment.**

i. PSTA shall invoice the County on a monthly basis during the term of this Agreement. Each invoice will set forth the total passes distributed by PSTA over the past month, multiplied by Five Dollars (\$5.00) to arrive at the total amount to be paid by the County. Payment shall be made by the County each month based upon receipt of an invoice for the monthly amount, signed by an authorized PSTA representative. In the event the County determines that a client is no longer an Eligible County Client, the County shall notify PSTA. PSTA shall not invoice the County for any bus passes issued to County Clients more than three (3) business days after PSTA's receipt of notice from the County that the County Client is ineligible.

ii. Invoices shall be sent electronically to the County contract manager at sglaeser@pinellascounty.org.

iii. The County shall not reimburse PSTA for any amount in excess of the Contract Cap without prior notice and approval pursuant to paragraph 6(iii) above. The County shall not reimburse PSTA for bus passes issued to County Clients not included on the weekly electronic enrollment reports provided by the County to PSTA pursuant to paragraph 5(ii).

iv. The County shall pay PSTA in accordance with the Florida Prompt Payment Act upon receipt of an approved invoice.

v. In no event shall the County be responsible for any charges, fees, or other costs except as expressly set forth in this Agreement.

vi. If the Local Coordinating Board votes to amend or adopt a new Transportation Disadvantaged Service Plan that includes a change in the TD copayment, which is presently Five Dollars (\$5.00), the Parties shall meet within ten (10) days of such action to renegotiate the terms of this Agreement.

8. Other Duties. The Parties will each coordinate and cooperate to promote the Program, including the following specific initiatives:

i. Introduction to the Program -The Parties will provide introductory and periodic information to Eligible County Clients who are issued a bus pass under this Agreement, including informing such clients of PSTA rules. The County shall work with PSTA to communicate the benefits of the Program utilizing a variety of communication methods including letters, telephone calls, social media and other appropriate methods. The Parties will work together to ensure a seamless transition to the Program.

ii. Posters/Other Info - PSTA shall assist in the production of other materials or ceremonial events launching the Program, subject to the County's written approval. All promotional materials shall be created or implemented at the County's sole discretion.

iii. PSTA Publicity - PSTA shall feature the County on its website and, as feasible, in written publications available to the public, subject to paragraph 10 below.

9. **Reports.** PSTA shall provide the County with monthly reports no later than the tenth (10th) day of the month following the month covered by the report:

i. A report of each Eligible County Client that obtains a bus pass under the Program, and shall include the bus pass type obtained.

ii. A report of each Eligible County Client that did not obtain a bus pass under the Program during the previous month.

iii. A report on bulk bus pass purchases within Pinellas County broken out by bus pass type.

iv. If requested by the County, PSTA will work with the County to provide additional ridership information related to this Agreement and other requested reports as readily available.

10. **Use of Name and Logo.** PSTA shall obtain the prior written approval of the County prior to using the County's name or logo in any form of print or electronic media.

11. **Indemnification.** The Parties are public entities and agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence in accordance with Florida law. Nothing herein is intended to serve as a waiver of the immunity from or limitation of liability that the Parties are entitled to under the doctrine of sovereign immunity or section 768.28 Florida Statutes (2016), by either Party. Nothing herein shall be construed as consent by either Party to be sued by third parties in any manner arising out of this Agreement.

12. **Relationship of Parties.** Nothing contained herein shall be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent or landlord and tenant or of partnership or of joint venture between the Parties.

13. **Severability.** Should any paragraph or part of any paragraph of this Agreement be rendered void, invalid, or unenforceable by any court of law for any reason, such determination shall not render void, invalid, or unenforceable any other paragraph or any part of any other paragraph of this Agreement.

14. **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida and shall inure to and be binding upon the Parties, their successors, and assigns. Venue for any action brought in state court shall lie solely in Pinellas County, Florida St. Petersburg Division. Venue for any action brought in federal court shall lie solely in the U.S. District Court, Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division.

15. **Amendment.** This Agreement may be amended only in writing executed by the Parties.

16. **Entire Agreement.** This Agreement sets forth all covenants, promises, agreements, conditions and understandings between the Parties concerning the Program, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth.

17. **Assignment.** Neither party shall make any assignment of any of their rights, duties, or obligations under this Agreement without the other party's prior written approval. Notwithstanding the foregoing, either party may assign its rights and obligations under this Agreement to any successor to the rights and functions of PSTA or the County or to any governmental agency to the extent required by applicable laws or governmental regulations.

18. **Compliance with Laws.** The Parties shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the Program.

19. **No Waiver.** No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party except as specifically set forth herein. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

20. **Non-Appropriation.** The obligations of the County as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential County services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the County shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligations of the County pursuant to this Agreement. The County represents that adequate funds have been appropriate to fund this Agreement for the term of this Agreement.

21. **HIPAA.** PSTA agrees to execute a HIPAA Business Associate Agreement pursuant to paragraph 5 above. The Parties agree to solely use and/or disclose Protected Health Information in compliance with the Standards for Privacy, Security and Breach Notification of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act) and shall disclose any policies, rules or regulations enforcing these provisions.

IN WITNESS WHEREOF, the Parties have executed his Agreement on the Execution Date.

PINELLAS COUNTY, FLORIDA
By and through its County Administrator




Mark S. Woodard, County Administrator

APPROVED AS TO FORM:




Office of the County Attorney

PINELLAS SUNCOAST TRANSIT AUTHORITY



Brad Miller, CEO

ATTEST:



Rachel Cappolla

APPROVED AS TO FORM:



Alan S. Zimmet, B.C.S
General Counsel

TRANSPORTATION DISADVANTAGED COORDINATION CONTRACT

This TRANSPORTATION DISADVANTAGED COORDINATION CONTRACT ("Contract") is made and entered into this 12 day of Aug, 2018 by and between Pinellas Suncoast Transit Authority (the "PSTA") an independent special district acting as the Community Transportation Coordinator (the "CTC") as defined in Chapter 427, F.S. Florida Statutes (F.S.), and Rule 41-2, Florida Administrative Code (F.A.C.) and Goodwill Industries-Suncoast, Inc. (the "Agency").

WITNESSETH:

WHEREAS, the PSTA has been designated and is acting as the CTC as defined in Chapter 427, F.S. Florida Statutes (F.S.), and Rule 41-2, Florida Administrative Code (F.A.C.) by the Commission for the Transportation Disadvantaged (the "Commission"); and

WHEREAS, the CTC is required under Chapter 41-2, F.A.C., to enter into a coordination contract with those organizations or agencies who receive transportation disadvantaged funds separately from the state and who can perform and deliver transportation disadvantaged services more effectively and efficiently on their own; and

WHEREAS, the Agency, as a condition of receiving financial assistance and to comply with Chapter 427, F.S., is required to coordinate its delivery of transportation disadvantaged services with the CTC in a manner which is both effective and efficient.

NOW, THEREFORE, in consideration of the premises herein and other good valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the PSTA and the Agency agree as follows:

1. **Recitals:**

- 1.01 The recitals set forth above are true and correct and incorporated herein as if set forth in full.
- 1.02 The CTC and the Agency wish to establish this Contract to evidence their respective compliance with Chapter 427, F.S. the Transportation Disadvantaged Service Plan (TDSP) for Pinellas County (as may be amended), and other applicable state or federal laws.

2. **Agency's Obligations:**

- 2.01 The Agency enters into this Contract with the understanding that it is the duty of the CTC to ensure that Pinellas County's transportation disadvantaged persons are provided transportation services that are safe, efficient, cost-effective, and are not duplicative or fragmented. This responsibility entails reporting requirements, financial and service monitoring, and safety monitoring.
- 2.02 The Agency shall provide certain transportation services, the scope of which is described in Section 7 of this Contract (the "Transportation Services") all in accordance with the terms and conditions of this Contract.

3. **CTC's Rights and Obligations:**

- 3.01 The CTC shall have no responsibility under this Contract to provide or broker Transportation Services to or for the Agency's clients.
- 3.02 The CTC shall be entitled to include the Agency's sponsored trip data in the Annual Operating Report to the Commission. The number of trips included in this report is used to determine the amount of grants awarded yearly to the CTC.
- 3.03 The CTC may review the provision of services by Agency and any subcontractor engaged by Agency under this Contract and recommend changes to practices of the Agency and/or subcontractor under this Contract.
- 3.04 The CTC shall have the right, on its own behalf or on behalf of the Agency, to review the personnel files of any employee having contact with customers or clients of the Transportation Services.
- 3.05 The CTC may recommend that the Agency remove certain vehicle(s) from service which the CTC or the Agency regards as unsuitable for Transportation Services pursuant to Paragraph 9 of this Contract. Failure of the Agency to comply with the CTC's written recommendations may result in termination of this Contract pursuant to section 5 of this Contract.
- 3.07 The CTC shall have the right to inspect without cost to the CTC and audit the Agency's books and records, and those of its subcontractors, which are related to and attributed to the Agency's delivery of Transportation Services contemplated under this Contract.

4. **Contract Term, Renewals:**

- 4.01 This Contract shall be effective commencing on July 1, 2018 and shall continue through June 30, 2021, unless terminated sooner pursuant to its terms (the "Contract Term"). The Parties may renew this Contract on its same terms and conditions by mutual written consent for up to two (2) one (1) year renewals (each a "Renewal Term"). The Parties shall document their mutual written consent prior to the expiration of the then effective Contract Term or Renewal Term.

5. **Contract Termination:**

- 5.01 The Contract may be terminated under the following situations:
 - 5.01.01 Termination for Convenience
 - 5.01.01.01 Either party may terminate this Contract without cause upon thirty (30) calendar days' written notice to the non-terminating party.

5.01.02 Termination with Cause

5.01.02.01 The CTC shall have the right to terminate this Contract with cause immediately upon written notice to Agency should it be determined by the CTC, in its sole and absolute discretion, that the Agency has failed to fulfill any of the provisions or requirements of this Contract.

6. **Liabilities Against the Authority:**

6.01 The parties recognize that the Agency is an independent contractor. The Agency agrees to assume liability for and indemnify, hold harmless, and defend the CTC, its board members, officers, employees, agents and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising out of the execution, performance, nonperformance, or enforcement of this Contract, whether or not due to or caused by the negligence of the CTC, its board members, officers, employees, agents, and/or attorneys excluding only the sole active negligence of the CTC, its officers, employees, agents, and attorneys. The Agency's liability hereunder shall include all attorneys' fees and costs incurred by the CTC in the enforcement of this indemnification provision. This includes claims made by the employees of the Agency against the CTC, and thereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Notwithstanding anything contained herein to the contrary, this indemnification provision shall not be construed as a waiver of any immunity from or limitation of liability to which the CTC is entitled to pursuant to the doctrine of sovereign immunity or Section 768.28, Florida Statutes. All obligations contained in this Section 6 shall survive termination of this Contract, however terminated, and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

6.02 Subject to the limitations set forth in this Section, the Agency shall assume control of the defense of any claim asserted by a third party against the CTC arising from or in any way related to this Agreement and, in connection with such defenses, defend under Section 6.01 herein. In each matter Agency shall appoint lead counsel, in each case at the Agency's expense. The CTC shall have the right, at its option, to participate in the defense of any third party claim, without relieving the Agency of any of its obligations hereunder. If the Agency assumes control of the defense of any third party claim in accordance with this paragraph, the Agency shall obtain the prior written consent of the CTC before entering into any settlement of such claim. Notwithstanding anything to the contrary in this provision, the Agency shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the CTC and all expenses including experts' fees, if, in CTC's reasonable judgement, (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the CTC, be detrimental in any material respect of the CTC's reputation; (ii) the third party claim seeks an injunction or equitable relief against the CTC; or (iii) the Agency has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any

third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

7. **Scope of Services**

7.01 At a minimum, the Agency shall provide Transportation Services to eligible transportation disadvantaged recipients from 9:00 a.m. to 4:00 p.m. Monday through Friday, excluding holidays.

7.02 Vehicles to be used and the type of recipient for such vehicles shall be as follows:

7.02.01 Ambulatory recipients shall be transported in regular or multi-purpose van, station wagon, sedan or bus.

7.02.02 Non-ambulatory recipients shall be transported in a wheelchair van or wheelchair accessible bus.

7.03 The Agency shall provide to the CTC all information related to its fare structure and conditions, including specific details with regard to any special rates.

8. **Manner of Services To be Provided**

8.01 The Agency shall require drivers to open and close the vehicle doors when a client enters and exits the Agency's vehicles.

8.02 The Agency shall require drivers to see that all clients are safely seated with the seat belt(s) fastened, prior to moving the vehicle.

9. **Safety Requirements**

9.01 The Agency shall hold applicable state and local licenses and permits that are required by the governmental jurisdictions for the type of transportation services being provided. The Agency shall only use properly licensed vehicles operated by the properly licensed drivers to transport its clients or recipients.

9.02 Drivers shall have the required licensure as determined by Florida motor vehicle laws.

9.03 The Agency shall establish and implement a drug testing program for its employees and applicants for employment who serve or will serve in safety sensitive positions.

9.04 Each vehicle shall be equipped with a first aid kit and an operable fire extinguisher and shall display the CTD helpline and local telephone numbers inside the vehicle in an accessible format.

10. **Reporting Requirements**

- 10.01 The Agency shall maintain a system for handling and resolving complaints regarding Transportation Services.
- 10.01.01 A complaint form shall be created and adopted for use by the Agency.
- 10.01.02 The complaint form shall include sections which, when filled in, describe the nature of the complaint, identify the driver, identify the vehicle involved, describe the action(s) taken to resolve the complaint, and identify and include the signature of the individual who investigated the incident.
- 10.01.03 Complaint forms shall be completed for all complaints received by the Agency.
- 10.02 The Agency shall maintain a system for reporting accidents and injuries which involve the Agency's clients.
- 10.02.01 An accident and injury form shall be created and adopted for use by the Agency.
- 10.02.02 The accident and injury form shall include sections which, when filled in, describe the nature of the accident, identify the driver and the vehicle involved, identify all other persons involved, state the date and time of the incident, state the law enforcement agency case number assigned to the incident, and identify and include the signature of the individual who investigated the accident.
- 10.02.03 The accident and injury form for all incidents in which a person is injured shall be filled out.
- 10.03 The Agency shall provide the CTC with a monthly report, by the 25th day of each month, for the previous operating month. The monthly report shall include information consistent with the reporting requirements of the Commission's Annual Operating Report (see Exhibit A), and shall be in a format acceptable to the CTC. The monthly reports will be utilized to ensure compliance with the requirements of this Contract and to provide information to the Commission as part of the CTC's Annual Operating Report.
- 10.04 The Agency shall submit on an annual basis a vehicle inventory that includes vehicle mileage as of the reporting date, make, model and year of vehicle, the vehicle identification number, and the expected replacement year for each vehicle placed in service by the Agency.
- 10.05 Before beginning any work toward providing the Transportation Services (including any pre-staging or preliminary actions relates to the Transportation Services), the Agency shall obtain insurance at its sole cost and expense. Delays in commencement due to failure to provide satisfactory evidence shall not extend any deadlines, the Contract

Term or any Renewal Term, or relieve the Agency from the obligations under this Contract. In the event the Agency has subcontractors perform any portion of the Transportation Services under this Contract, either the Agency shall name those subcontractors as "additional insurers" or each subcontractor shall be required to have the same insurance as the Agency is required to have as set forth herein. Insurance must be maintained by the Agency and any subcontractor(s) throughout the entire Contract term and any Renewal Term(s). Failure to do so by the Agency or any subcontractor(s) is a material breach of this Contract and, without limitation to any other remedies available to the CTC, may result in suspension of all work until insurance has been reinstated or replaced. Coverage shall be provided by a company (ies) authorized to do business in the State of Florida. The insurance company (ies) must maintain a minimum rating of B+ as assigned by AM Best. If the Agency or any subcontractor has been approved by the State Department of Labor, as an authorized self-insurer for Workers' Compensation, the CTC shall recognize and honor such status. The Agency or subcontractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Agency's or subcontractor's Excess Insurance Program. If the Agency or any subcontractor participates in a self-insurance fund, updated financial statements may be required upon request. The Agency shall provide to PSTA's Purchasing Division satisfactory evidence of the required insurance, either:

- A Certificate of Insurance, or
- A Certified copy of the actual insurance policy.

10.05.01 The CTC, at its sole option, has the right to request a certified copy of policies required by this contract. Certificate of Insurance and policies must specify that they are not subject to cancel, non-renewal, material change, or reduced in coverage unless at least thirty 30 day notice is given to the CTC. The acceptance and approval of the Agency's or subcontractor's insurance shall not be construed as relieving the Agency from liability or obligation assumed under this contract or imposed by law. On the Certificate of Insurance, Additionally Insured shall be selected to cover PSTA as the CTC, its employees and officers, and for the Commission.

10.05.02 Commercial General Liability with, at minimum: Premises Operations

- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

10.05.03 The minimum limits shall be \$500,000 Combined Single Limit (CSL). If split limits are provided, minimum limits acceptable shall be:

\$500,000 per Person
\$500,000 per Occurrence
\$500,000 Property Damage

- 10.05.04 An Occurrence Form policy is preferred. If coverage is a Claims Made policy, provisions should include coverage for claims filed on or after the effective date of this Contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the expiration of this Contract.
- 10.05.05 Recognizing that the work governed by this Contract requires the use of vehicles, the Agency, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for: Owned, Non-owned, and Hired Vehicles with minimum limits at \$500,000 Combined Single Limit (CSL).
- 10.05.06 The Agency shall maintain Insurance throughout the life of the contract with limits no less than:
\$100,000 Bodily Injury by Accident
\$500,000 Bodily Injury by Disease, policy limits
\$100,000 Bodily Injury by Disease, each employee
- 10.06 The above required insurance will be primary to any other insurance coverage that may be applicable or requested by the CTC. Nothing contained herein shall be construed to waive any immunity from or limitation of liability the CTC may be entitled to under the doctrine of sovereign immunity or Section 768.28, F.S. If the Agency cannot comply with the insurance requirements contained in section 10.05 and all subsections, the Agency must complete the Request for Waiver of Insurance Requirements found in Appendix A.
- 10.07 The Agency shall retain all records, supporting documents, statistical records, and any other documents pertinent to this Contract for a period of five (5) years after termination of this Contract. Persons duly authorized by the CTC shall have full access to and the right to examine any of the records and documents that are required to be retained by this Contract during the retention period.
- 10.08 The Agency shall establish and follow monitoring and audit requirements for all Transportation Services. The CTC shall have the right to review the Agency's procedures and implementation at any time upon giving the Agency reasonable notice of its intent to review.
- 10.09 Audit Reports: At the request of the CTC, the Agency shall provide for each of its fiscal years for which the Project Account remains open, an audit report prepared either by its official auditor or audit agency or an independent certified public accountant, reflecting the use of funds of the CTC, the Agency, and those from any other source with respect to the Project. In the event that the Agency expends a total of \$500,000 or more in combined state awards in its fiscal year, the Agency must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S., Rule Sections 10.550, 10.650, F.A.C., and the applicable rules of the State of Florida, Department of Financial Services and the Florida Chief Financial Officer; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), and Rules of the Auditor General. State awards will be identified using the Catalog of State Financial

Assistance (CSFA) title and number, award number and year, the name of the awarding state agency. If the Agency expends less than \$500,000 in state financial assistance in its fiscal year, an audit is not required and if the Agency elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from non-state funds. The Agency agrees to allow the Commission, the Department of Transportation, the State Comptroller and the Auditor General access to records and independent auditor's working papers, as necessary for complying with the requirements of Section 215.97, F.S. The Agency shall provide annual financial reporting package of audits prepared in accordance with Section 215.97, F.S., and applicable Rules of the Auditor General. Audits shall be performed in accordance with generally accepted government auditing standards for financial and compliance audits and OMB Circular A-133.

11. **Restrictions, Prohibitions, Controls, and Labor Provisions**

11.01 The Agency shall comply with the provisions of Chapter 427, F.S., Rule Chapter 41-2, F.A.C.

11.02 Certification of Restrictions on Lobbying: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on the behalf of the Agency, to any person for influencing or attempting to influence any officer or any employee of any federal agency, any 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.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract, the undersigned will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The Agency shall require that the language of this section be included 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.

11.03 Public Entity Crimes: The Agency shall not accept any bid from, award any contract to, or transact any business with any person or affiliate on the convicted vendor list for a period of thirty-six months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133, F.S.

The Agency may not allow such a person or affiliate to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Agency. If the Agency

was transacting business with a person at the time of the commission of a public entity crime which resulted in that person being placed on the convicted vendor list, the Agency may also not accept any bid from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

11.04 Independent Agency Status: It is hereby mutually agreed that the Agency is and shall remain an independent contractor and is not an employee or agent of the CTC. Failure to comply with the above provision shall be considered a material breach and shall be grounds for immediate termination of this Contract.

11.05 CIVIL RIGHTS - The following requirements apply to this Contract:

- a. Nondiscrimination - In accordance with Title 49, Part 21 C.F.R, Title VI of the Civil Rights Act of 1964, 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 Agency shall not discriminate on the basis of race, age, creed, disability, marital status, color, national origin, or sex in the performance of this Contract. The Agency shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Agency 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 the CTC deems appropriate."

Each subcontract the Agency signs in regards to the Transportation Services must include the assurance in this paragraph (see 49 CFR 26.13(b)). The Agency agrees to comply with applicable federal and state implementing regulations and other implementing requirements the Federal Transit Administration (FTA), Florida Dept. of Transportation (FDOT) or the Commission may issue. In addition to the above assurance, the Agency shall not discriminate on the basis of sexual orientation, in accordance to Pinellas County Code Chapter 70 as amended.

In addition to the above assurance, the FDOT requires that the Agency abide by and include the following provisions in every subcontract, including procurements of materials and leases of equipment, unless exempt by Title 49, Part 21 C.F.R, or directives issued pursuant thereto:

- (1) Incorporation of Provisions: The Agency shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a

sub-contractor or supplier as a result of such direction, the Agency may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Agency may request the United States to enter into such litigation to protect the interests of the United States.

- (2) Compliance with Regulations: The Agency shall comply with regulations relative to nondiscrimination in federally-assisted programs of the Title 49 Part 21, C.F.R. The Agency shall not participate either directly or indirectly in the discrimination prohibited by Title 49, C.F.R., Part 21.5, regarding employment practices in conduct of this Contract.
- (3) Nondiscrimination: The Agency, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment.
- (4) Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Agency, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Agency of the Agency's obligations under this contract and the regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- (5) Information and Reports: The Agency shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of an Agency is in the exclusive possession of another who fails or refuses to furnish this information the Agency shall so certify to the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (6) Sanctions for Noncompliance: In the event of the Agency's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit

Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- (i) Withholding of payments to the Agency under the contract until the Agency complies, and/or
- (ii) Cancellation, termination or suspension of the contract, in whole or in part.

b. Equal Employment Opportunity - The following equal employment opportunity requirements apply to this Contract:

- (1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Agency 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 Agency 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 Agency agrees to comply with any implementing requirements FTA, FDOT or the Commission may issue.
- (2) Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 621 through 634 and Federal transit law at 49 U.S.C. § 5332, the Agency agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Agency agrees to comply with any implementing requirements FTA, FDOT or the Commission may issue.
- (3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Agency 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 Agency and any of its contractors or their subcontractors shall not discriminate against anyone on the basis of a handicap or disability (physical, mental, or emotional impairment), and shall meet all applicable provisions of the Americans with Disabilities Act. The Agency agrees that no funds shall be used to rent, lease, or barter any real property that is not accessible to persons with disabilities nor shall any meeting be held in any facility unless the facility is accessible to persons with disabilities.

- (4) Access to Services for Persons with Limited English Proficiency – To the extent applicable and except to the extent that FTA, FDOT and the CTD determines otherwise in writing, the Agency agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733 et seq., January 22, 2001. The CTC's LEP Plan is available at the CTC office.
- (5) Environmental Justice – The Agency agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government, FDOT or the Commission determines otherwise in writing.
- (6) Other Nondiscrimination Laws – The Agency agrees to comply with all applicable provisions of other federal and state laws, regulations, and directives pertaining to and prohibiting discrimination, except to the extent the federal government, FDOT or the Commission determines otherwise in writing.

The Agency also agrees to include these requirements in each subcontract financed in whole or in part with federal or state assistance provided by FTA, FDOT or the Commission modified only if necessary to identify the affected parties.

11.06 No member, officer, or employee of the Agency during this tenure or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

11.07 Notice: Each party's respective designated representatives are listed below. All notices required by law and by this Contract to be given by one party to the other shall be in writing and shall be sent to the following respective addresses by certified U.S. mail, return receipt requested.

The CTC's contract manager is:
Brad Miller
Chief Executive Officer, PSTA
3201 Scherer Drive
St Petersburg, FL 33716
(727) 540-1800
(727) 540-1913 (fax)
Email: bmiller@psta.net

With copy to:
Alan S. Zimmet, B.C.S.,
Bryant Miller Olive, P.A.
One Tampa City Center, Suite 2700
Tampa, FL 33602
(813) 273-6677 (O)
azimmet@bmolaw.com

The Agency's contract manager is:
Kris Rawson, Vice-President for Workforce Development
Goodwill Industries-Suncoast
10596 Gandy Blvd.
St. Petersburg, FL 33702
Phone: (727) 523-1512, ext 1252
Email: kris.rawson@goodwill-suncoast.com

If a different representative is designated after execution of this contract, notice of the new contract manager will be made in writing.

12. **Miscellaneous Provisions:**

- 12.01 **No Third Party Beneficiaries:** The CTC shall not be obligated or liable hereunder to any party other than the Agency.
- 12.02 **Waiver:** In the event the CTC elects to waive its remedies for any breach by the Agency of any covenant, term, or condition of this Contract, such waiver shall only be valid if set forth in writing and shall not limit the CTC's remedies for any subsequent breach of that or of any other term, covenant, or condition of this Contract.
- 12.03 **Entire Agreement and Severability:** This Contract, including all exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous written or oral negotiations, agreements, proposals and/or understandings. There are no representations or warranties unless set forth in this Contract. This Contract may not be amended or altered except in a writing signed by both parties. If any provision of this Contract is held invalid, the provision shall be severable and the remainder of this Contract shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

- 12.04 State or Territorial Law: This Contract shall be governed by, construed and interpreted in accordance with the laws of the State of Florida. The Agency and the CTC consent to jurisdiction over them and agree that venue for any state action shall lie solely in the Sixth Judicial Circuit in and for Pinellas County, Florida, and for any federal actions shall lie solely in the U.S. District Court, Middle District of Florida, Tampa Division. Nothing in this Contract shall require the Agency to observe or enforce compliance with any provision thereof, perform any act or do any other thing in contravention of any law, provided that if any of the provisions of this Contract violate any applicable state law, the Agency will at once notify the CTC in writing in order that appropriate changes and modifications may be made by the parties.
- 12.05 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders. The headings and section references in this Contract are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.
- 12.06 Counterparts: This Contract may be simultaneously executed in one or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.
- 12.07 Authorization: Both parties to this Contract represent and warrant that they are authorized to enter into this Contract without the consent and joinder of any other party and that the persons executing this Contract have full power and authority to bind their respective party to the terms hereof.

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

Goodwill Industries-Suncoast, Inc.


Signature

*KRIS RAWSON, VICE PRESIDENT for
workforce Development*

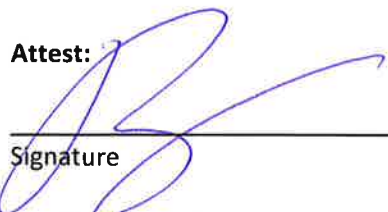
Attest:


Signature

**Pinellas Suncoast Transit Authority
as Community Transportation Coordinator**


Brad Miller, CEO

Attest:


Signature

Approved as to Form:


Alan S. Zimmet, B.C.S., General Counsel

Appendix A

REQUEST FOR WAIVER OF INSURANCE REQUIREMENTS

(Only required if the Agency does not meet the insurance requirements listed in Section 10.05) It is requested that the insurance requirements, as specified in Section 10.05 of this Agreement, be waived or modified on this Agreement. Please attach copies of relevant Certificates of Insurance for waiver decision.

Agency Name: _____

Contract for: CTC Coordination Agreement

Agency Address: _____

Telephone: _____

Scope of Work: _____

Reason for Waiver: _____

Policies Waiver will apply to: _____

Authorized Signature: _____

Below is for PSTA use only:

Approved _____ Not Approved _____ Date _____

Risk Management: _____

PSTA Administrator appeal:

Approved: _____ Not Approved: _____ Date: _____

CTC FUNDING AGREEMENT

THIS CTC FUNDING AGREEMENT (“Agreement”), made and entered into this ___ day of _____, 2018, by and between the Pinellas Suncoast Transit Authority (PSTA), an independent special district acting as the Community Transportation Coordinator for Pinellas County, pursuant to Chapter 427, Florida Statutes (the “CTC”), and Neighborly Care Network, Inc, a Florida non-profit corporation, (the “Contractor”)(collectively, the “Parties”).

WITNESSETH:

WHEREAS, the CTC has been granted the authority by the Commission for the Transportation Disadvantaged (the “Commission”) to ensure that coordinated transportation services are provided to the transportation disadvantaged population within Pinellas County, Florida and to undertake other responsibilities identified in Chapter 427, Florida Statutes, and associated rules; and

WHEREAS, the Contractor has authority to enter into this Agreement and to undertake the Services hereinafter described and defined.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

Section 1.0 Purpose of Agreement: The purpose of this Agreement is: (1) to provide transportation trips to the transportation disadvantaged in accordance with: (i) Florida Statutes (F.S.) and the Florida Administrative Code (F.A.C.) including, but not limited to Chapter 409, F.S.; 59G-4.330, F.A.C.; 14-90, F.A.C.; Chapter 427, F.S.; and 41-2, F.A.C.; (ii) the Commission’s policies and procedures; (iii) the Transportation Disadvantaged Service Plan for Pinellas County, Florida as further described in Exhibits A, B and C to this Agreement (as amended and as may be amended from time to time)(the “TDSP”)(collectively, the “Services”); (2) for the CTC to provide financial assistance to the Contractor; and (3) to state the terms and conditions upon which such assistance will be provided, and the understandings as to the manner in which the Services will be undertaken and completed.

Section 2.0 The Services

2.0.1 General Requirements: The Contractor shall complete the Services as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, in accordance with the provisions of this Agreement, and in accordance with all applicable laws, rules, and regulations. It is the Contractor’s responsibility to ensure that the only individuals provided services under this Agreement meet the definition of “Transportation Disadvantaged” as established by the TDSP, as may be amended from time to time. The Contractor will comply with all audit requests from the CTC, the Commission, and/or representatives of the State of Florida to audit the Services, including any audit requests to verify passenger eligibility, trip eligibility, and/or reporting accuracy.

2.0.2 Contract Term: This Agreement shall be effective commencing on July 1, 2018 and shall continue through June 30, 2021 and payment of any final invoices pursuant to Section 13, unless terminated sooner pursuant to its terms (the “Contract Term”). The Parties may renew this Agreement on its same terms and conditions by mutual written consent for up to two (2) one (1)

year renewals (each a "Renewal Term"). The Parties shall document their mutual written consent prior to the expiration of the then effective Contract Term or Renewal Term.

2.0.3 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is required under applicable law to enable the Contractor to enter into this Agreement, or to undertake the Services hereunder, or to observe, assume, or carry out the provisions of this Agreement, the Contractor represents and warrants that it has taken all actions necessary and obtained any such approvals or permits.

2.0.4 Submission of Proceedings, Contracts, and Other Documents: The Contractor shall submit to the CTC any and all data, reports, records, contracts, certifications, and other documents relating to the Services as listed on Exhibit C and as the CTC may request.

Section 3.0 Program Budget: The maximum total cost for the Services is set forth on Exhibit B (Program Budget and Cash Flow) ("Maximum Program Cost"). All reimbursements for assigned trips shall be calculated in accordance with the formula set forth on Exhibit B. The Contractor agrees to bear all expenses in excess of 90% of the Maximum Program Cost and any deficits in the cash flow in the Program Account (as defined below).

Section 4.0 CTC Participation

4.0.1 Maximum Participation: The CTC's reimbursement of eligible costs for the Services shall be a dollar amount not to exceed 90% of the Maximum Program Cost.

4.0.2 Program Cost Eligibility: Costs shall only be eligible for reimbursement from the CTC if incurred during the Contract Term or any Renewal Term(s) and if such costs meet all other requirements of this Agreement. It is understood that any reimbursement from the CTC is further subject to:

- A) The understanding that disbursement of funds will be made in accordance with the Commission's grant agreement cash flow plan;
- B) Availability of funds as stated in Section 12.0 of this Agreement;
- C) The Contractor having submitted all certifications, reports, or other obligating documents to the CTC and having complied with all other terms of this Agreement;
- D) The CTC's approval of the Services (Exhibit A) and Maximum Program Cost (Exhibit B) at the time appropriation authority becomes available; and
- E) The CTC's determination that such costs are not in excess of 90% of the Maximum Program Cost or attributable to actions which have not met the other requirements of this Agreement.

Section 5.0 Accounting Records

5.0.1 Establishment and Maintenance of Accounting Records: The Contractor shall establish, in conformity with the latest current uniform requirements established by the CTC to facilitate the

administration of the financing program, either separate accounts to be maintained within its existing accounting system, or independent accounts for the Services. Such accounts are referred to herein collectively as the "Program Account". The Program Account and all records and data associated with the Program Account whether electronic or otherwise shall be made available to the CTC upon its request, at no cost to the CTC, any time during the Contract Term and any Renewal Terms(s) and for five (5) years after final payment is made, or if any audit has been initiated and audit findings have not yet been issued or resolved, the records shall be retained until the completion of the audit or resolution of the audit findings, whichever occurs later.

5.0.2 Funds Received or Made Available for the Program: The Contractor shall record in the Program Account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the CTC pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Services, all of which are herein collectively referred to as "Program Funds". The Contractor shall require depositories of Program Funds to secure continuously and fully all Program Funds in excess of the amounts insured under federal plans, or state plans if such state plans have been approved for deposit of Program Funds by the CTC, by depositing or setting aside collateral in the type(s) and manner prescribed by Florida law for the security of public funds, or as approved by the CTC in writing. All public deposits must be secured in accordance with Chapter 280, F.S.

5.0.3 Costs Incurred for the Program: The Contractor shall charge all eligible costs of the Services to the Program Account.

5.0.4 Documentation of Program Costs: All costs charged to the Program Account, including any for approved services contributed by the Contractor or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges. Time records shall identify the percentage of each employee's time which is devoted to the Services. Records must be kept to show how the value placed on third party transactions was derived. Reimbursement shall be in accordance with the cost principles set forth in Office of Management and Budget (OMB) Circular A-87, Revised, "Cost Principles Applicable to Grants and Contracts with State and Local Governments" or Circular A-122 "Cost Principles for Non-Profit Organizations".

5.0.5 Checks: Any check drawn by the Contractor with respect to any item which is or will be chargeable against the Program Account will be drawn only in accordance with a properly signed invoice with the CTC stating in proper detail the purpose for which such check is drawn. All checks, invoices, or other accounting documents pertaining in whole or in part to the Program Account shall be clearly identified, readily accessible, and within the Contractor's existing accounting system.

5.0.6 Audit Reports: The Contractor shall provide for each of its fiscal years for which the Program Account remains open, an audit report in electronic format prepared either by its official auditor, audit agency, or an independent certified public accountant, reflecting the use of funds of the Program Account. The electronic format may be a .pdf document or an internet link to an on-line version.

In the event that the Contractor expends a total of \$500,000 or more in combined state awards in its fiscal year, the Contractor must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; 10.550 and 10.650, F.A.C.; the applicable rules of

the State of Florida, Department of Financial Services, and the Florida Chief Financial Officer; and the Rules of the Auditor General. State awards will be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and the name of the awarding state agency. If the Contractor expends less than \$500,000 in state financial assistance in its fiscal year, an audit is not required and if the Contractor elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from non-state funds. The Contractor agrees to allow the Commission, the Department of Transportation, the State Comptroller, and the Auditor General access to records and independent auditor's working papers, as necessary for complying with the requirements of Section 215.97, F.S. The Contractor shall provide annual financial reporting package of audits prepared in accordance with Section 215.97, F.S., and applicable Rules of the Auditor General. Audits shall be performed in accordance with generally accepted government auditing standards for financial and compliance audits and OMB Circular A-133.

5.0.7 Audit and Inspection: The Contractor shall permit, and shall require its contractors to permit the CTC and its authorized representatives to inspect all work, materials, payrolls, and records, and to audit the books, records, and accounts pertaining to the financing and development of the Services at all reasonable times and without notice.

5.0.8 Insurance Requirements: Before beginning any work related to the Services (including any pre-staging or preliminary actions related to the Services), the Contractor shall obtain insurance at its sole cost and expense. Delays in commencement due to failure to provide satisfactory evidence of insurance shall not extend deadlines or relieve the Contractor from its obligations under this Agreement. In the event the Contractor has subcontractors perform any portion of the Services, either the Contractor shall have named those subcontractors as "additional insurers" or each subcontractor shall be required to have the same insurance as the Contractor is required to have, as set forth herein. Insurance must be maintained by the Contractor and subcontractors throughout the entire Contract Term and any Renewal Term(s). Failure to do so by the Contractor or any one subcontractor is a material breach of this Agreement and, without limitation to any other remedies available to the CTC may result in suspension of all Services until insurance has been reinstated or replaced. Coverage shall be provided by a company(ies) authorized to do business in the State of Florida. The insurance company(ies) must maintain a minimum rating of B+ as assigned by AM Best. If the Contractor or any subcontractor has been approved by the State Department of Labor, as an authorized self-insurer for Workers' Compensation, the CTC shall recognize and honor such status. The Contractor or subcontractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's or subcontractor's Excess Insurance Program. If the Contractor or subcontractor participates in a self-insurance fund, updated financial statements may be required upon request. The Contractor shall provide to PSTA's Purchasing Division satisfactory evidence of the required insurance by either:

- A Certificate of Insurance, or
- A Certified copy of the actual insurance policy.

The CTC, at its sole option, has the right to request a certified copy of policies required by this Agreement. Certificates of Insurance and policies must specify that they are not subject to cancel, non-renewal, material change, or reduced in coverage unless at least thirty 30 days'

notice is given to the CTC. The acceptance and approval of the Contractor's or subcontractors' insurance shall not be construed as relieving the Contractor from liability or obligation assumed under this Agreement or imposed by law. On the Certificate of Insurance, Additionally Insured shall be selected to cover the CTC, its employees and officers, and the Commission.

Requirements – Commercial General Liability with, at minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits shall be \$1,000,000 Combined Single Limit (CSL) with \$2,000,000 Aggregate

An Occurrence Form policy is preferred. If coverage is a Claims Made policy, provisions should include coverage for claims filed on or after the effective date of this Agreement. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the expiration of the Agreement.

Vehicle Liability – Recognizing that the work governed by this Agreement requires the use of vehicles, the Contractor, prior to providing any Services, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of this Agreement and include, as a minimum, liability coverage for:

- Owned, Non-owned, and Hired Vehicles with minimum limits at \$1,000,000 Combined Single Limit (CSL)

Workers' Compensation – Prior to beginning work, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to meet Chapter 440 F.S. The Contractor shall maintain throughout, Employers' Liability Insurance with limits no less than:

- \$500,000 Bodily Injury by Accident
- \$500,000 Bodily Injury by Disease, policy limits
- \$500,000 Bodily Injury by Disease, each employee

5.0.9 Other Insurance: The above required insurance will be primary to any other insurance coverage that may be applicable or requested by the CTC or the Commission. Nothing contained herein shall be construed to waive any immunity from or limitation of liability the CTC may be entitled to under the doctrine of sovereign immunity or Section 768.28, F.S. If the Contractor cannot comply with the insurance requirements contained in section 5.0.8 above, PSTA may, in its sole and absolute discretion, agree to modify such requirements by an addendum to this Agreement signed by the Parties.

Section 6.0 Requisitions and Payments

6.0.1 Preliminary Action by the CTC: In order to obtain any funds under this Agreement, the Contractor shall:

- A) File with the CTC, or its designated representative, payment request forms in a format prescribed by the CTC together with such other data pertaining to the Program Account and the Services, as listed in Exhibit C and as the CTC may require, to justify and support the payment request, including:
 - (1) the date the Contractor incurred the costs, services and equipment or other property associated with the Services;
 - (2) a statement by the Contractor certifying that the Contractor has acquired said property, services and/or equipment; and
 - (3) actual consideration paid and receipt for said property, services, and/or equipment.
- B) Comply with all provisions, terms, conditions and covenants of this Agreement.

6.0.2 The CTC's Obligations: Subject to all other provisions of this Agreement, the CTC will honor such payment requests in amounts and at times deemed by the CTC, in its sole discretion, to be proper and in accordance with this Agreement. However, notwithstanding any other provision of this Agreement, the CTC may elect by notice to the Contractor in writing to not make a payment on the Program Account if:

- A) **Misrepresentation:** The Contractor has made misrepresentation of a material nature in its payment request, or any supplement thereto or amendment thereof, or with respect to any document, data, or certification furnished therewith or pursuant hereto;
- B) **Litigation:** There is pending litigation with respect to the performance by the Contractor of any of its duties or obligations which may jeopardize or adversely affect the Services, this Agreement, or payments for the Services;
- C) **Required Submittals/Certifications:** The Contractor takes any action pertaining to the Services which, under this Agreement, requires submission of a document or certification to the CTC, and said document or certification has not been provided;
- D) **Conflict of Interests:** There has been any violation of the conflict of interest provisions, prohibited interests, or lobbying restrictions, contained in this Agreement;
- E) **Default:** The Contractor has been determined reasonably by the CTC, in its sole discretion, to be in default under any provisions of this Agreement;

- F) **Supplanting of Funds:** The Contractor has utilized funds to replace or supplant available and appropriate funds for the same purposes, in violation of Chapter 427, F.S.; or
- G) **Compliance with Payment Requirements:** The Contractor has failed to comply with any payment requirement of this Agreement or any payment requirement of the Commission as outlined in the grant agreement between the Commission and the CTC, including but not limited to the requirements of Section 287.0585, F.S.

6.0.3. Payments: Payment by the CTC to the Contractor shall be in compliance with Section 287.0585, Florida Statutes. The Contractor acknowledges receipt and understanding of the following Transportation Disadvantaged Trust Fund required statement:

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

The Contractor shall promptly notify the Vendor Ombudsman at 1-850-413-5516 or toll free at 1-877-693-5236 if the CTC is not fulfilling the obligations outlined in the above paragraph.

6.0.4 Disallowed Costs: The CTC will exclude all costs incurred by the Contractor prior to or after the Contract Term or Renewal Term, costs which are not provided for in the budget for the Services as set forth on Exhibit A, and costs attributable to goods or services received under a contract or other arrangement which have not been approved in writing by the CTC or certified by the Contractor, pursuant to Exhibit C.

Section 7.0 Termination or Suspension of Program

7.0.1 Termination or Suspension Generally: If the Contractor abandons or, before completion, finally discontinues the Services; or if, by reason of any of the events or conditions set forth in Subsection 6.0.2, or for any other reason, the commencement, prosecution, or timely completion of the Services by the Contractor is rendered improbable, infeasible, impossible, or illegal, the CTC may, by written notice to the Contractor, immediately suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the CTC may terminate any or all of its obligations under this Agreement. Such termination shall be effective immediately upon written notice to Contractor or the CTC, in its sole discretion, may designate an appropriate time for the Contractor to cure and may specify that such termination is effective upon expiration of the cure period.

7.0.2 Action Subsequent to Notice of Termination or Suspension: Upon receipt of any final termination or suspension notice from the CTC, the Contractor shall promptly, but in no event later than ten (10) days or the time specified by the CTC in such notice, carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, activities and contracts associated with the Services and such other action as may be required or desirable to keep the costs associated with the Services to a minimum; (2) furnish a statement of the activities and contracts and other undertakings, the cost of which are otherwise eligible as costs of the Services; and/or (3) remit to the CTC such portion of the financing and any advance payment previously received as is determined by the CTC to be due under the provisions of this Agreement. The termination or suspension shall be carried out in conformity with the budget for the Services as set forth in Exhibit A or upon terms and conditions imposed by the CTC.

Section 8.0 Contracts of the Contractor

8.0.1 Third Party Agreements: Except as otherwise authorized in writing by the CTC, the Contractor shall not execute any contract or obligate itself in any manner requiring the disbursement of funds from the CTC, including consultant contracts or amendments thereto, with any third party with respect to the Services without being able to provide a written certification to the CTC that assures said contract or obligation was executed in accordance with the procurement requirements of Chapter 287, F.S., and/or Chapter 427, F.S. Said certification shall be in a format previously approved by the CTC in writing. Failure to provide such certification shall be sufficient cause for nonpayment by the CTC as provided in paragraph C of Subsection 6.0.2, and cause for termination of this Agreement, in the CTC's sole and absolute discretion.

8.0.2 Competitive Procurement: Procurement of all services, vehicles, equipment or other commodities for the Services shall comply with the provisions of Section 287.057, F.S.

Section 9.0 Restrictions Prohibitions, Controls, and Labor Provisions:

9.0.1. CIVIL RIGHTS: The following requirements apply to this Agreement:

- A) **Nondiscrimination:** In accordance with Title VI of the Civil Rights Act of 1964, 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 shall not discriminate on the basis of race, age, creed, disability, marital status, 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 CTC deems appropriate.”

Each subcontract the Contractor signs in regards to this Agreement must include the assurance in this paragraph (see 49 CFR 26.13(b)). The Contractor agrees to comply with applicable federal and state implementing regulations and other implementing requirements the Federal Transit Administration (FTA), the Florida Department of Transportation (FDOT) or the Commission for the Transportation Disadvantaged may issue. In addition to the above assurance, the Contractor shall not discriminate on the basis of sexual orientation, in accordance to Pinellas County Code Chapter 70 as amended. In connection with this Agreement, the Contractor shall complete and submit Exhibit F “Title VI/Nondiscrimination Policy Statement”, in accordance with its instructions.

Pursuant to FDOT requirements, the Contractor shall comply with, certify to, and include the following provisions in every subcontract, including procurements of materials and leases of equipment, unless exempt by Title 49, Part 21 C.F.R, or directives issued pursuant thereto:

(1.) **Incorporation of Provisions:** The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(2.) **Compliance with Regulations:** The Contractor shall comply with regulations relative to nondiscrimination in federally-assisted programs of the Title 49 Part 21, C.F.R. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Title 49, C.F.R., Part 21.5, regarding employment practices in conduct of this contract.

(3.) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

(4.) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or

negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(5.) **Information and Reports:** The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(6.) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under this Agreement until the Contractor complies, and/or
- b. Cancellation, termination or suspension of this Agreement, in whole or in part.

B) **Equal Employment Opportunity:** The following equal employment opportunity requirements apply to this Agreement:

(1). **Race, Color, Creed, National Origin, Sex:** In accordance with Title VII of the Civil Rights Act of 1964, 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 Services. 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, FDOT or the Commission for the Transportation Disadvantaged may issue.

(2). **Age:** In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 621 through 634 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, FDOT or the Commission for the Transportation Disadvantaged may issue.

(3). **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 and any of its contractors or their subcontractors shall not discriminate against anyone on the basis of a handicap or disability (physical, mental, or emotional impairment), and shall meet all applicable provisions of the Americans with Disabilities Act. The Contractor agrees that no funds shall be used to rent, lease, or barter any real property that is not accessible to persons with disabilities nor shall any meeting be held in any facility unless the facility is accessible to persons with disabilities.

(4). **Access to Services for Persons with Limited English Proficiency:** To the extent applicable and except to the extent that FTA, FDOT or the Commission for the Transportation Disadvantaged determines otherwise in writing, the Contractor agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of the revised U.S. DOT LEP Guidance, Fed. Reg. vol. 70, no. 239, pp. 74087-74100, December 14, 2005. The CTC's Limited English Proficiency Plan is available at the CTC's office or may be viewed on-line at: <http://www.pinellascounty.org/PSTA/PDFs/DBETitleIV/lep.pdf>.

(5). **Environmental Justice:** The Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government, FDOT or CTD determines otherwise in writing.

(6). **Other Nondiscrimination Laws:** The Contractor agrees to comply with all applicable provisions of other federal and state laws, regulations, and directives pertaining to and prohibiting discrimination, except to the extent the Federal Government, FDOT or the Commission for the Transportation Disadvantaged determines otherwise in writing.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with federal or state assistance provided by FTA, FDOT or the Commission modified only if necessary to identify the affected parties.

Section 10.0 Prohibited Conflicts of Interest

10.0.1 Neither the Contractor nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the Services, in which any member, officer, or employee of the Contractor or the locality during his tenure or for one year thereafter

has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of their tenure any such interest, and if such interest is immediately disclosed to the Contractor, the Contractor, with prior approval of the CTC, may waive the prohibition contained in this subsection, provided that any such present member, officer, or employee shall not participate in any action by the Contractor or the CTC relating to such contract, subcontract, or arrangement connected to the Services.

The Contractor shall insert in all contracts entered into in connection with the Services or any property included and planned to be included in the Services, and shall require its contractors to insert in each of their subcontracts, the following provision:

“No member, officer, or employee of the Contractor or of the CTC during their tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.”

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

10.0.2 By execution of this Agreement, the Contractor represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining approval of any payment hereunder.

Section 11.0 Indemnification:

11.0.1 The parties recognize that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the CTC, its board members, officers, employees, agents and attorneys of, from, and against all liability and expense, including reasonable attorneys’ fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising out of the execution, performance, nonperformance, or enforcement of this Contract, whether or not due to or caused by the negligence of the Contractor, its board members, officers, employees, agents, and/or attorneys excluding only the sole active negligence of the CTC, its officers, employees, agents, and attorneys. The Contractor’s liability hereunder shall include all attorneys’ fees and costs incurred by the CTC in the enforcement of this indemnification provision. This includes claims made by the employees of the CTC against the Contractor, and thereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes.

Notwithstanding anything contained herein to the contrary, this indemnification provision shall not be construed as a waiver of any immunity from or limitation of liability to which the CTC is entitled to pursuant to the doctrine of sovereign immunity or Section 768.28, Florida Statutes. All obligations contained in this Section 11 shall survive termination of this Agreement, however terminated, and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

11.0.2 Subject to the limitations set forth in this Section, the Contractor shall assume control of the defense of any claim asserted by a third party against the CTC arising from or in any way

related to this Agreement and, in connection with such defenses, shall appoint lead counsel, in each case at the Contractor's expense. The CTC shall have the right, at its option, to participate in the defense of any third party claim, without relieving the Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the CTC before entering into any settlement of such claim. Notwithstanding anything to the contrary in this provision, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the CTC and all expenses including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the CTC, be detrimental in any material respect of the CTC's reputation; (ii) the third party claim seeks an injunction or equitable relief against the CTC; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

Section 12.0 Appropriation of Funds: The CTC's performance and obligation to pay under this Agreement is contingent upon an appropriation by the Commission and/or the Agency for Health Care Administration, pursuant to Exhibit B of this Agreement.

Section 13.0 Expiration of Contract: The Contractor shall complete the Services within the Contract Term and any Renewal Term. If the Contractor does not complete the Services within this time period, the Contractor shall be deemed in material breach of this Agreement unless an extension of the time period is agreed to by the CTC's Board of Directors in writing. Such breach by the Contractor shall be considered termination of the Services and the CTC may terminate this Agreement immediately in writing or elect to exercise the procedure established in Section 7.0. For the purposes of this Section, completion of the Services is defined as the latest date by which services may have been provided or equipment funds may have been expended or obligated under a purchase order, as provided in Exhibit A, and the acceptance of the Services to the full satisfaction of the CTC. Unless otherwise extended by the CTC in writing, all reimbursement invoices must be received by the CTC no later than thirty (30) days after the completion of the Services.

Section 14.0 Public Access to Records: The CTC reserves the right to unilaterally cancel this Agreement immediately upon written notice for refusal by the Contractor or its contractors to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119 and made or received in conjunction with this Agreement.

14.0.1 Pursuant to section 119.0701, Florida Statutes, for any tasks performed by the Contractor on behalf of the CTC, Contractor shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by the CTC to perform the work contemplated by this Agreement; (b) upon request from the CTC's custodian of public records, provide the CTC with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in chapter 119, Florida Statutes, or as otherwise provided 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 term of this Agreement and following completion or termination of this Agreement, if the Contractor does

not transfer the records to the CTC in accordance with (d) below; and (d) upon completion or termination of this Agreement, (i) if the CTC, in its sole and absolute discretion, requests that all Public Records in possession of the Contractor be transferred to the CTC, the Contractor shall transfer, at no cost, to the CTC, all Public Records in possession of the Contractor within thirty (30) days of such request or (ii) if no such request is made by the CTC, the Contractor shall keep and maintain the Public Records required by the CTC to perform the work contemplated by this Agreement. If the Contractor transfers all Public Records to the CTC pursuant to (d)(i) above, the Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within thirty (30) days of transferring the Public Records to the CTC and provide the CTC with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If the Contractor keeps and maintains Public Records pursuant to (d)(ii) above, the Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the CTC, upon request from the CTC's custodian of public records, in a format that is compatible with the information technology of the CTC. If the Contractor does not comply with a Public Records request, or does not comply with a Public Records request within a reasonable amount of time, the CTC may pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which the Contractor is acting on behalf of the CTC.

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

**Telephone number: 727-540-1806 E-mail address: RCappolla@psta.net
Mailing address: 3201 Scherer Drive, St. Petersburg, FL 33716**

Section 15.0 Sponsorship Identification: The Contractor shall, in publicizing, advertising, or describing the Services, state "Sponsored by itself and Pinellas Suncoast Transit Authority." (If the sponsorship reference is in written material, the words "PSTA" shall appear in same size letters or type as the name of the Contractor, when such materials are reprinted.)

Section 16.0 Certification of Restrictions on Lobbying: The Contractor agrees that no federal appropriated funds have been paid or will be paid by or on the behalf of the Contractor to any person for influencing or attempting to influence any officer or any employee of any federal agency, any Member of Congress, any officer or employee of Congress, or any 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, including this Agreement.

If any funds other than federal appropriated funds have been paid by the Contractor to any person for influencing or attempting to influence an officer or employee of any Federal agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with this Agreement, the undersigned will complete and submit Exhibit D Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The Contractor shall require that the language of this section be included 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 subrecipients shall certify and disclose accordingly.

Section 17.0 Independent Contractor Status: The Contractor acknowledges that it is functioning as an independent Contractor in performing under the terms of this Agreement, and it is not acting as an employee of the CTC. Failure to comply with this provision shall be considered a material breach and shall be grounds for immediate termination of the contract by the CTC.

Section 18.0 Public Entity Crimes: The Contractor shall not accept any bid from, award any contract to, or transact any business with any person or affiliate on the convicted vendor list for a period of thirty-six (36) months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133, F.S.

The Contractor may not allow such a person or affiliate to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Contractor. If the Contractor was transacting business with a person at the time of the commission of a public entity crime which resulted in that person being placed on the convicted vendor list, the Contractor may also not accept any bid from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

In connection with this Agreement, the undersigned will complete and submit Exhibit E "Sworn Statement Pursuant to Section 287.133(3)(A) Florida Statutes of Public Entity Crime", in accordance with its instructions.

Section 19.0 Notice and Contact: Each party's respective designated representatives are listed below. All notices required by law or by this Agreement to be given by one party to the other shall be in writing and shall be sent to the following respective addresses by certified U.S. mail, return receipt requested. Notice shall be effective upon deposit in the U.S. mail when sent in accordance with the provisions of this section.

The CTC's contract manager is:
Brad Miller, Chief Executive Officer
PSTA
3201 Scherer Drive
St Petersburg, FL 33716
(727) 540-1800
Email: bmillier@psta.net

With Required copy to:
Alan S. Zimmet, B.C.S.
Bryant Miller Olive, P.A.
One Tampa City Center, Suite 2700
Tampa, FL 33602
(813) 273-6677
azimmet@bmlaw.com

The Contractor's contract manager is:
Debra Shade, President/CEO
Neighborly Care Network, Inc
13945 Evergreen Avenue
Clearwater, FL 33762
(727) 573-9444 X4010
dshade@neighborly.org

If either party wishes to designate a different representative or change its respective address after execution of this Agreement, either party may do so upon written notice of the new contract manager or address in accordance with this Section.

Section 20.0 Miscellaneous Provisions:

20.0.1 No Third Party Beneficiaries: The CTC shall not be obligated or liable hereunder to any party other than the Contractor.

20.0.2 Waiver: In the event the CTC elects to waive its remedies for any breach by the Contractor of any covenant, term, or condition of this Agreement, such waiver shall only be valid if set forth in writing and shall not limit the CTC's remedies for any subsequent breach of that or of any other term, covenant, or condition of this Agreement. In no event shall the making by the CTC of any payment to the Contractor constitute or be construed as a waiver by the CTC of any breach of covenant or any default which may then exist, on the part of the Contractor, and the making of such payment by the CTC while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the CTC for such breach or default.

20.0.3 Entire Agreement and Severability: This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous written or oral negotiations, agreements, proposals and/or understandings. There are no representations or warranties unless set forth in this Agreement. This Agreement may not be amended or altered except in a writing signed by the Parties. If any provision of this Agreement is held invalid, the provision shall be severable and the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

20.0.5 State or Territorial Law: This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Florida. The Contractor and the CTC consent to jurisdiction over them and agree that venue for any state actions shall lie solely in the Sixth Judicial Circuit in and for Pinellas County, Florida, and for any federal actions shall lie solely in the U.S. District Court, Middle District of Florida, Tampa Division. Nothing in the Agreement shall require the Contractor to observe or enforce compliance with any provision thereof, perform any act or do any other thing in contravention of any law, provided that if any of the provisions of this Agreement violate any applicable state law, the Contractor will at once notify the CTC in writing in order that appropriate changes and modifications may be made by the CTC and the Contractor to the end that the Contractor may proceed as soon as possible with the Services.

20.0.6 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders. The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.

20.0.7 Counterparts: This Agreement may be simultaneously executed in one or more counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one in the same instrument.

20.0.8 Authorization: Both Parties to this Agreement represent and warrant that they are authorized to enter into this Agreement without the consent and joinder of any other party and that the persons executing this Agreement have full power and authority to bind their respective party to the terms hereof.

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

CONTRACTOR:

CTC:
PSTA

Signature

Brad Miller, CEO

Attest:

Rachael Cappolla, Executive Assistant

Attest: _____

Approved as to Form:

Title

Alan S. Zimmet, B.C.S., General Counsel

EXHIBIT A
PROGRAM DESCRIPTION AND RESPONSIBILITIES

This Exhibit forms an integral part of the Agreement to which it is attached, effective July 1, 2018, by and between the Pinellas Suncoast Transit Authority, acting as the Community Transportation Coordinator (CTC), and Neighborly Care Network, Inc, acting as the Contractor.

PROGRAM LOCATION: Pinellas County, Florida

PROGRAM DESCRIPTION: To purchase passenger trips so that transportation can be provided to the non-sponsored transportation disadvantaged in accordance with Chapter 427, F.S., Rule 41-2, F.A.C., and the most current CTC policies. Services shall be provided and equipment will be utilized as specified in the approved Transportation Disadvantaged Service Plan as amended, as set forth in Chapter 427, F.S., and Rule 41-2, F.A.C.

SPECIAL CONSIDERATIONS BY THE CONTRACTOR:

1. **Safety:** The Contractor will comply with Section 341.061, F.S., and Rule 14-90, F.A.C., concerning the System Safety Program Plan (SSPP). The Contractor shall establish and implement a drug testing program for its employees and applicants for employment who serve or will serve in safety sensitive positions and certify compliance as specified in the Federal Drug-Free Work Place Act.
2. **Performance:** All equipment used will comply with federal, state, and local government laws, rules, ordinance and regulations. Each vehicle shall be equipped with a first aid kit and an operable fire extinguisher. The Contractor will comply with performance standards required by agency funding sources. Evaluations made by funding agencies will be shared with the CTC and Local Coordinating Board. The CTC may review the provision of services by the Contractor and any subcontractor engaged by the Contractor under this Agreement and recommend changes to practices of the Contractor and/or subcontractor. The CTC shall have the right, on its own behalf or on behalf of the Contractor, to review the personnel files of any employee having contact with customers or clients of the Services provided under this Agreement. The CTC may recommend that the Contractor remove certain vehicle(s) from service which the CTC or the Contractor regards as unsuitable for the Services pursuant to the terms of this Agreement. Failure of the Contractor to comply with the CTC's written recommendations may result in termination of this Agreement, or disallowance or cessation of funding in the sole discretion of the CTC.
3. **Non-sponsored Trips:** Non-sponsored trips provided by the Contractor to a transportation disadvantaged client in which reimbursement will be sought must abide by the following definitions:
 - A non-sponsored trip is a transportation disadvantaged trip that would not be provided by a contractor if it were not for the availability of the Transportation Disadvantaged Trip/Equipment Grant.
 - A transportation disadvantaged client is a person who is unable to transport themselves or purchase transportation and is dependent upon others to obtain access to health care, employment, job-required education, food shopping, or other life-sustaining activities. The

client must also have income of no more than 150% of the Federal Poverty Level, or the percentage as may be amended by the F.A.C. from time to time.

- Application for service (including TD criteria specifically: no transport of own & income-eligible), eligibility determination process, supporting documentation (of income), the eligibility determination decision and if these records are being retained & annual income recertification.
4. **Drivers:** The Contractor shall only utilize those drivers who meet the minimum requirements of all federal, state, local government and Commission for the Transportation Disadvantaged policies.
 - Defensive Driving course completion certificate (within the existing driver file review section) for both Coordination & Operator agencies.
 5. **Vehicle Fleet:** The Contractor shall only use vehicles that meet the requirement of 14-90, F.A.C. dealing with the Equipment and Operational Safety Standard Governing Public Sector Bus Transit System. Each vehicle shall be equipped with a first aid kit and operable fire extinguisher and shall display the CTD helpline inside the vehicle in an accessible format.

ADDITIONAL PROVISIONS FOR WHEELCHAIR VAN CONTRACTORS ONLY:

1. Wheelchair van contractors will not accommodate clients involving transport up or down stairs, nor steps from one level to another.
2. Wheelchair contractors shall provide door-to-door service.

**EXHIBIT B
PROGRAM BUDGET AND CASH FLOW
FOR NON-SPONSORED AND SPONSORED TRANSPORTATION**

This Exhibit forms an integral part of the Agreement to which it is attached, effective July 1, 2018, by and between the Pinellas Suncoast Transit Authority acting as the Community Transportation Coordinator (the CTC) and Neighborly Care Network, Inc (the Contractor) effective July 1, 2018.

I. PROGRAM COST:

All estimated program costs shall conform to eligible costs as indicated by Chapter 427, F.S., and Rule 41-2, F.A.C., the most current Commission policies, the approved Grant Application, and the TDSP, as amended.

II. FARE STRUCTURE

Providers will be paid based on the number of one-way passenger trips provided, one-way trip mileage, and number of group trips, where applicable. All mileage calculations will be rounded off to the nearest mile.

The match shall be withheld from the Contractor’s non-sponsored reimbursement check.

Source of Funds - Annual (Approximate):

1.	PSTA/Community Transportation Coordinator/State Funds up to	(90%) \$442,210.00
	Local Cash Match	(10%) \$49,134.00
	Total Project Cost:	(100%) \$491,344.00

Pinellas County Transportation Disadvantaged Service Plan
2018-2019

TYPE OF SERVICE TO BE PROVIDED	UNIT	COST PER UNIT
Ambulatory	Trip	\$20.40
Wheel Chair	Trip	\$34.97
Group	Trip	\$10.42

**EXHIBIT C
TRIP/EQUIPMENT**

This Exhibit forms an integral part of the Agreement to which it is attached between Pinellas Suncoast Transit Authority acting as the Community Transportation Coordinator (the CTC) and Neighborly Care Network, Inc, (the Contractor), effective July 1, 2018

The Contractor shall submit the following required documents and certifications:

DOCUMENTS:

- A. A monthly invoice to be submitted no later than the 5th of the month.
- B. A monthly and annual report providing operational statistics and financial data as called for in the Commission's Annual Operating Report, to include all information requested by the Commission. The monthly report will cover each monthly invoice period and will be due with the monthly invoices. The annual report will cover the period specified by the CTC and will be due by the deadline established by the CTC but no later than thirty (30) days after the report is requested.
- C. Should the Contractor expend a total of \$500,000 or more in state financial assistance during the Contractor's fiscal year, a single or program specific audit must be performed and a copy of the audit report must be supplied to the CTC within one year of audit completion. Audits shall be performed in accordance with generally accepted government auditing standards for financial and compliance audits and OMB Circular A-133.

CERTIFICATIONS:

- A. Equipment Specification Certification: This certification will accompany the reimbursement invoice for equipment used in the Project.
- B. Certification that funds used for the Services are not being used to supplant or replace the funding of transportation disadvantaged service which is currently funded by a federal, state, or local government agency. Said certification shall accompany the first reimbursement invoice.

THIRD PARTY CONTRACTS: The Contractor must certify that all third party contracts comply with Section 11.0.1 except that written approval is hereby granted for:

- A. Contracts furnishing contractual services or commodities from a valid state or inter-governmental contract including the Memorandum of Agreement as set forth in Rule 41-2, F.A.C.

EXHIBIT D
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 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 require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 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.

[Note: 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, Neighborly Care Network, 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)

_____ Title _____ Date

EXHIBIT E

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A).
FLORIDA STATUTES ON PUBLIC ENTITY CRIME**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to: _____

By: _____
(print this individual's name and title)

for _____
(print name of entity submitting statements)

whose business address is: _____

and if applicable whose Federal Employer Identification Number (FEIN) is: _____

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement: _____

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been

convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which statement applies).

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

AND (Please indicate which additional statement applies).

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

City of _____

STATE OF FLORIDA

Sworn and subscribed before me this ____ day of _____, 2018 by

_____ who is Personally known to me _____

Or who produced identification _____
(Type of Identification)

(Signature) Notary Public—State of Florida

(Printed, typed or stamped commissioned name of notary public)

My commission expires _____ (SEAL)

EXHIBIT F

TITLE VI/ NON-DISCRIMINATION POLICY STATEMENT

Neighborhood Care Network, Inc, assures the Florida Department of Transportation that no person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity.

Neighborhood Care Network, Inc, further agrees to the following responsibilities with respect to its programs and activities:

1. Designate a Title VI Liaison that has a responsible position within the organization and access to the Recipient's Chief Executive Officer.
2. Issue a policy statement signed by the Chief Executive Officer, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.
3. Insert the clauses of Appendix A of this agreement in every contract subject to the Acts and the Regulations
4. Develop a complaint process and attempt to resolve complaints of discrimination against sub-recipients. Complaints against the Recipient shall immediately be forwarded to the FDOT District Title VI Coordinator.
5. Participate in training offered on Title VI and other nondiscrimination requirements.
6. If reviewed by FDOT or USDOT, take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed ninety (90) calendar days.
7. Have a process to collect racial and ethnic data on persons impacted by your agency's programs.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding. The person whose signature appears below is authorized to sign this assurance on behalf of the Recipient.

Dated _____

by _____

Title _____
President/CEO

Title VI APPENDIX A of EXHIBIT F

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- 1) Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- 2) Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- 4) Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5) Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - ii.

iii. cancellation, termination or suspension of the contract, in whole or in part.

6) Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-Contractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. Rate Model

SUMMARY

The Commission for the Transportation Disadvantaged (CTD) requires that the Community Transportation Coordinator (CTC) use a Rate Model to calculate the fully allocated rates at which the CTD will reimburse the CTC. The Rate Model is updated annually to adjust for changes such as capital equipment costs, subsidies and fuel expenses.

The rate model is developed by the CTD and utilized by CTCs throughout the state. The CTC submits the rate model worksheet to the CTD for approval. The approved rate model is then included in the Transportation Disadvantaged Service Plan as an appendix.

PSTA staff will review the Rate Model worksheet and resulting rates with the LCB for its approval.

ATTACHMENT(S): Rate Model

ACTION: Approve rate model and resulting rates

Preliminary Information Worksheet

Version 1.4

CTC Name: Pinellas Suncoast Transit Authority (PSTA)

County (Service Area): Pinellas County

Contact Person: Ross Silvers

Phone # 727 540-1844

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: **Pinellas Suncoast Transit Authority (PSTA)**
 County: **Pinellas County**

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

1	Prior Year's ACTUALS	Current Year's APPROVED Budget, as amended	Upcoming Year's PROPOSED Budget	5	6	7
	from July 1st of 2017 to June 30th of 2018	from July 1st of 2018 to June 30th of 2019	from July 1st of 2019 to June 30th of 2020			
				% 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

REVENUES (CTC/Operators ONLY / Do NOT include coordination contractors!)						
Local Non-Govt						
Farebox	\$ 116,000	\$ 5,100	\$ 5,100	-95.6%	0.0%	Farebox includes four operator agencies and TD Door-to-Door fares (previously included ADA paratransit fares which is why farebox drops so much). Bus Pass Program Revenue is all invoiced TD pass co-pays (projected based upon data through March 2018). In-kind contributed services is from PSTA's Ad Valorem Property Tax Revenues used to pay the salary and fringe benefits of PSTA staff working on the TD program, with salary and fringe increases annually. In-kind also NCN. Other includes match for mobility management and also funding used to match non-profit fringes (these used to be covered by farebox).
Medicaid Co-Pay Received						
Donations/ Contributions						
In-Kind, Contributed Services	\$ 42,178	\$ 43,182	\$ 44,693	2.4%	3.5%	
Other	\$ 7,200	\$ 85,200	\$ 85,200	1083.3%	0.0%	
Bus Pass Program Revenue	\$ 761,779	\$ 735,506	\$ 763,000	-3.4%	3.7%	
Local Government						
District School Board						
Compl. ADA Services						
County Cash						
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	\$ 736,041	\$ 846,073	\$ 846,073	14.9%	0.0%	Trip and Equipment Grant increased each year. (T&E allocation - all actual except BP's = BP). The provider rates increased between 2018 and 2019 fiscal years, which accounts for the increase in the amount of funding going to the door to door trips. Overall T/E funding increased from FY18 to 19 and this is reflected in column G being higher for both.
Non-Spons. Capital Equipment						
Rural Capital Equipment						
Other TD (specify in explanation)						
Bus Pass Program Revenue	\$ 2,550,190	\$ 2,998,430	\$ 2,808,994	17.6%	-6.3%	
USDOT & FDOT						
49 USC 5307						Mobility Management (80-10-10). 2018-2019 or 2019-2020 grants not awarded yet so this is just an estimate. PSTA \$72,000 from FTA and FDOT 5310. local match of \$8000 is in other local non-govt
49 USC 5310	\$ 1,438,704	\$ 1,400,000	\$ 1,400,000	-2.7%	0.0%	
49 USC 5311 (Operating)						
49 USC 5311 (Capital)						
Block Grant						
Service Development						
Commuter Assistance						
Other DOT (specify in explanation)						
Bus Pass Program Revenue						
AHCA						
Medicaid						
Other AHCA (specify in explanation)						
Bus Pass Program Revenue						
DCF						
Alcohol, Drug & Mental Health						
Family Safety & Preservation						
Comm. Care Dis./Aging & Adult Serv.						
Other DCF (specify in explanation)						
Bus Pass Program Revenue						
DOH						
Children Medical Services						
County Public Health						
Other DOH (specify in explanation)						
Bus Pass Program Revenue						
DOE (state)						
Carl Perkins						
Div of Blind Services						
Vocational Rehabilitation						
Day Care Programs						
Other DOE (specify in explanation)						
Bus Pass Program Revenue						
AWI						
WAGES/Workforce Board						
Other AWI (specify in explanation)						
Bus Pass Program Revenue						
DOEA						
Older Americans Act						
Community Care for Elderly						
Other DOEA (specify in explanation)						
Bus Pass Program Revenue						
DCA						
Community Services						
Other DCA (specify in explanation)						
Bus Pass Admin. Revenue						
APD						
Office of Disability Determination						
Developmental Services						
Other APD (specify in explanation)						
Bus Pass Program Revenue						
DJJ						
(specify in explanation)						
Bus Pass Program Revenue						
Other Fed or State						
XXX						
XXX						
Bus Pass Program Revenue						
Other Revenues						
Interest Earnings						
XXXX						
XXXX						
Bus Pass Program Revenue						
Balancing Revenue to Prevent Deficit						
Actual or Planned Use of Cash Reserve						
Balancing Revenue is Short By =						
		None	None			
Total Revenues =	\$5,652,092	\$6,113,491	\$5,953,060	8.2%	-2.6%	

EXPENDITURES (CTC/Operators ONLY / Do NOT include Coordination Contractors!)							
Operating Expenditures							
Labor	\$ 7,200	\$ 85,200	\$ 85,200	1083.3%	0.0%	Labor is the labor associated with 5310 that were used for mobility management	
Fringe Benefits							
Services							
Materials and Supplies							
Utilities							
Casualty and Liability							
Taxes							
Purchased Transportation:							
Purchased Bus Pass Expenses	\$ 3,311,969	\$ 3,733,936	\$ 3,571,994	12.7%	-4.3%		
School Bus Utilization Expenses							
Contracted Transportation Services	\$ 852,041	\$ 851,173	\$ 851,173	-0.1%	0.0%		
Other							
Miscellaneous							
Operating Debt Service - Principal & Interest							
Leases and Rentals							
Contrib. to Capital Equip. Replacement Fund							
In-Kind, Contributed Services	\$ 42,178	\$ 43,182	\$ 44,693	2.4%	3.5%		
Allocated Indirect							
Capital Expenditures							
Equip. Purchases with Grant Funds	\$ 1,438,704	\$ 1,400,000	\$ 1,400,000	-2.7%	0.0%		
Equip. Purchases with Local Revenue							
Equip. Purchases with Rate Generated Rev.							
Capital Debt Service - Principal & Interest							
Total Expenditures =	\$5,652,092	\$6,113,491	\$5,953,060	8.2%	-2.6%		

Once completed, proceed to the Worksheet entitled "Budgeted Rate Base"

Worksheet for Program-wide Rates

CTC: Pinellas Suncoast Version 1.4
 County: Pinellas 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 Projected Passenger Miles =	531,930
Rate Per Passenger Mile = \$	1.75
Total Projected Passenger Trips =	75,990
Rate Per Passenger Trip = \$	12.23

Fiscal Year

2019 - 2020

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

Rates If No Revenue Funds Were Identified As Subsidy Funds	
Rate Per Passenger Mile = \$	4.48
Rate Per Passenger Trip = \$	31.33

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: Pinellas Suncoast Version 1.4
 County: Pinellas 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 type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Go to Section II for Ambulatory Service	Go to Section II for Wheelchair Service	STOP! Do NOT Complete Sections II - V for Stretcher Service	Go to Section II 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 type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Answer # 2 for Ambulatory Service	Answer # 2 for Wheelchair Service	Do Not Complete Section II for Stretcher Service	Answer # 2 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 checked="" type="radio"/> Yes <input 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	\$ 689,966
			454,300
			64,900

Effective Rate for Contracted Services:
 per Passenger Mile =
 per Passenger Trip =

Ambulatory	Wheelchair	Stretcher	Group
			\$ 1.52
			\$ 10.63

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			
			\$ 1.52
Leave Blank and Go to Section III for Ambulatory Service	Leave Blank and Go to Section III for Wheelchair Service	Do NOT Complete Section II for Stretcher Service	STOP! Do NOT Complete Sections III - V for Group Service

SECTION III: Escort Service

1. Do you want to charge all escorts a fee?.....

Yes
 No
 Skip # 2 - 4 and Go to Section IV

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

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: 2019 - 2020			
		Ambul	Wheel Chair	Stretcher	Group
Projected Passenger Miles (excluding totally contracted services addressed in Section II) =	77,630	72,520	5,110	Leave Blank	Leave Blank
Rate per Passenger Mile =		\$2.94	\$5.05	\$0.00	\$1.52
					\$10.63
					per passenger per group

		Ambul	Wheel Chair	Stretcher	Group
Projected Passenger Trips (excluding totally contracted services addressed in Section II) =	11,090	10,360	730	Leave Blank	Leave Blank
Rate per Passenger Trip =		\$20.60	\$35.32	\$0.00	\$10.63
					\$105.82
					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) =				Leave Blank	Leave Blank
Rate per Passenger Mile for Balance =		\$2.94	\$5.05	\$0.00	See Sect. II
					#VALUE!
					per passenger per group

		Rates If No Revenue Funds Were Identified As Subsidy Funds			
		Ambul	Wheel Chair	Stretcher	Group
Rate per Passenger Mile =		\$29.29	\$50.22	\$0.00	\$15.12
					\$15.12
					per passenger per group
Rate per Passenger Trip =		\$205.06	\$351.54	\$0.00	\$105.82
					\$105.82
					per passenger per group

Program These Rates Into Your Medicaid Encounter Data

9. Transportation Disadvantaged Service Plan Annual Update

SUMMARY

The Transportation Disadvantaged Service Plan (TDSP) is the guiding plan for the TD Program and is updated annually. These annual updates are intended to reflect changes in operations, policies, rates and/or information relating to the administration of the Program. Major updates involving a comprehensive review of the TDSP, including an assessment of unmet needs based on socioeconomic and population data, are conducted every five years. The current TDSP is available on the Forward Pinellas website at <http://forwardpinellas.org/document-portal/>.

Proposed amendments associated with this TDSP update include the following:

- Updated list of coordinators
- Updated minimum vehicle liability insurance for coordinated contractor agreements
- Updated costs and rates in Table 9
- Evaluation Measures

ATTACHMENT(S): TDSP

ACTION: Approve TDSP annual update

Pinellas County

Transportation Disadvantaged Service Plan, 2017-2022

May 2019



Prepared by:

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In accordance with Title VI of the Civil Rights Act of 1964, Forward Pinellas, as the Pinellas County Metropolitan Planning Organization, does not discriminate based on race, color, national origin, sex, religion and disability in the execution of tasks and activities of this document. For more information on the Forward Pinellas civil rights program go to <http://forwardpinellas.org/get-involved/nondiscrimination-information>.

Funding for this plan may have been funded in part through grant(s) from the Federal Highway Administration and Federal Transit Administration, U.S. Department of Transportation, and Florida Commission for the Transportation Disadvantaged, under the State Planning and Research Program, Section 5305 of Title 23 U.S. Code and Planning and Planning Grant. The contents of this report do not necessarily reflect the official views or policy of any agencies providing grant funds.

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2017-2022 Transportation Disadvantaged Service Plan
 May 2019
 Local Coordinating Board Roster and Certification
 Roll Call Voting Sheet

Representation	Member	Voted For	Voted Against	Absent from Voting
Chairperson (Elected Official)	Patricia Johnson			
Vice-Chairperson (Private for Profit Transportation)	Brian Scott			
Florida Department of Transportation	Dave Newell			
Florida Department of Children and Family Services	Ivonne Carmona			
Public Education Community	Vacant			
Florida Division of Blind Services (Florida Division of Vocational Rehabilitation)	Amanda Honingford			
Veterans Services	Zeffery Mims			
Economically Disadvantaged	Jane Walker			
Over 60	Richard Hartman			
Citizen Advocate/User	Vacant			
Children at Risk	Pricilla McFadden			
Florida Department of Elder Affairs	Jason Martino			
Citizen	Laura Statsick			
Florida Agency for Health Care Administration	Penelope Barnard			
Regional Workforce Development Board	Don Shepherd			
Local Medical Community	Heath Kirby			
Agency for Persons with Disabilities	Michael Taylor			

The Pinellas County Local Coordinating Board hereby certifies that an annual evaluation of the Pinellas County Community Transportation Coordinator was conducted consistent with the policies of the Commission for the Transportation Disadvantaged and all recommendations of that evaluation have been incorporated in this Transportation Disadvantaged Service Plan.

We further certify that the rates contained herein have been thoroughly review, evaluated, and approved. This Transportation Disadvantaged Service Plan was reviewed in its entirety and approved by this Board at an official meeting.

Date

Coordinating Board Chairperson

Approved by the Commission for the Transportation Disadvantaged

Date

Executive Director

I. DEVELOPMENT PLAN

A. INTRODUCTION TO THE SERVICE AREA

Background of TD Program

The Transportation Disadvantaged (TD) Program in Pinellas County consists of three main elements for providing transportation services: a bus pass program, door-to-door trips and agency trips. The Pinellas Suncoast Transit Authority (PSTA) is the current Community Transportation Coordinator (CTC) and is responsible for running the day to day services provided by the TD Program. PSTA also coordinates with other agencies in the transportation system, including those receiving Transportation Disadvantaged funds and those receiving Federal Transit Administration (FTA) Section 5310 funds. PSTA not only runs and coordinates the TD Program, but is continuously exploring ways to improve transportation services for the transportation disadvantaged.

Forward Pinellas, the metropolitan planning organization (MPO) for Pinellas County, is the Designated Official Planning Agency (Planning Agency). As the Planning Agency, Forward Pinellas provides support for the Local Coordinating Board (LCB). The LCB is composed of diverse members, including agencies providing supporting services for the transportation disadvantaged and transportation disadvantaged representatives. As the MPO, Forward Pinellas has been involved with the TD Program since its establishment in 1979.

The enactment of Chapter 427, Florida Statutes led to the establishment of the Pinellas County Transportation Disadvantaged Program. In 1981, the Pinellas County Metropolitan Planning Organization became the Coordinated Community Transportation Provider, operating under the guidance of the Coordinated Community Transportation Provider Council. Three local non-profit agencies, Neighborly Care Network, PARC and ARC Tampa Bay (UPARC at the time), agreed to participate in the program.

In 1989, statewide changes were made to the TD Program, including the creation of the State Transportation Disadvantaged Trust Fund. The changes also enabled local transportation disadvantaged citizens, so that those without a sponsoring agency could now utilize transportation disadvantaged services. In 1990, the Florida Commission for the Transportation Disadvantaged was created and designated the MPO as the CTC for Pinellas County. In addition to being the CTC, the MPO was the Planning Agency for the TD Program. The LCB was established at this time and continues to monitor and provide guidance to the TD Program.

Beginning in 1992, Pinellas County established a brokered system of transportation service. This created a network of transportation providers to service “non-sponsored” customers. Trip prioritization was introduced at that time allowing medical and sustenance-related trips, such as employment, shopping and dining. A groundbreaking initiative was also launched and allowed transportation disadvantaged customers to use bus passes for a co-payment.

The system continued under the MPO until 2012, when the PSTA took over as the CTC. This allowed the TD Program to become better integrated with PSTA’s other services, such as DART paratransit service. PSTA continued to utilize the bus pass system along with agency group trips and door-to-door services.

PSTA maintains operator and coordination contracts. Operator contractors receive funds through the TD Program and include Neighborly Care Network, PARC, ARC Tampa Bay and Lighthouse. Agencies with coordination contracts generally provide transportation services in Pinellas County and receive funding through other sources, such as the FTA Section 5310 Program. Each year, the LCB reviews and approves the list of operator and coordination contract agreements, which is available in Appendix A.

CTC Designation Date/History

The PSTA is the public transportation provider in Pinellas County. The organization was first selected as the CTC in 2012, in part due to the close relationship between the TD Program and public transportation. During the agency's first term as the CTC, PSTA implemented several changes to the program to increase efficiencies and better serve TD customers. These include working with select social service agencies to submit and quickly review TD applications, expanding the bus pass program and streamlining its process and exploring innovative ways to serve TD customers. In 2014, the Planning Agency nominated PSTA as Urban CTC of the Year, which they won.

Due to the success PSTA had in its first five years as the CTC and upon receipt of a letter from PSTA expressing the agency's interest in continuing as the CTC and presenting their qualifications to do so, the MPO recommended that PSTA continue for another five years, from July 1, 2017 through June 30, 2022. This recommendation was reviewed first at a LCB meeting and was then approved via resolution by the MPO. Following the transmittal of the resolution to the Commission for the Transportation Disadvantaged and the subsequent preparation of a Memorandum of Agreement between the Commission and PSTA, the LCB reviewed and approved that the LCB Chair sign the Memorandum of Agreement.

Organizational Chart

The following is an organizational chart showing Pinellas County's coordinated transportation system.

Pinellas County's Coordinated Transportation System Organizational Structure

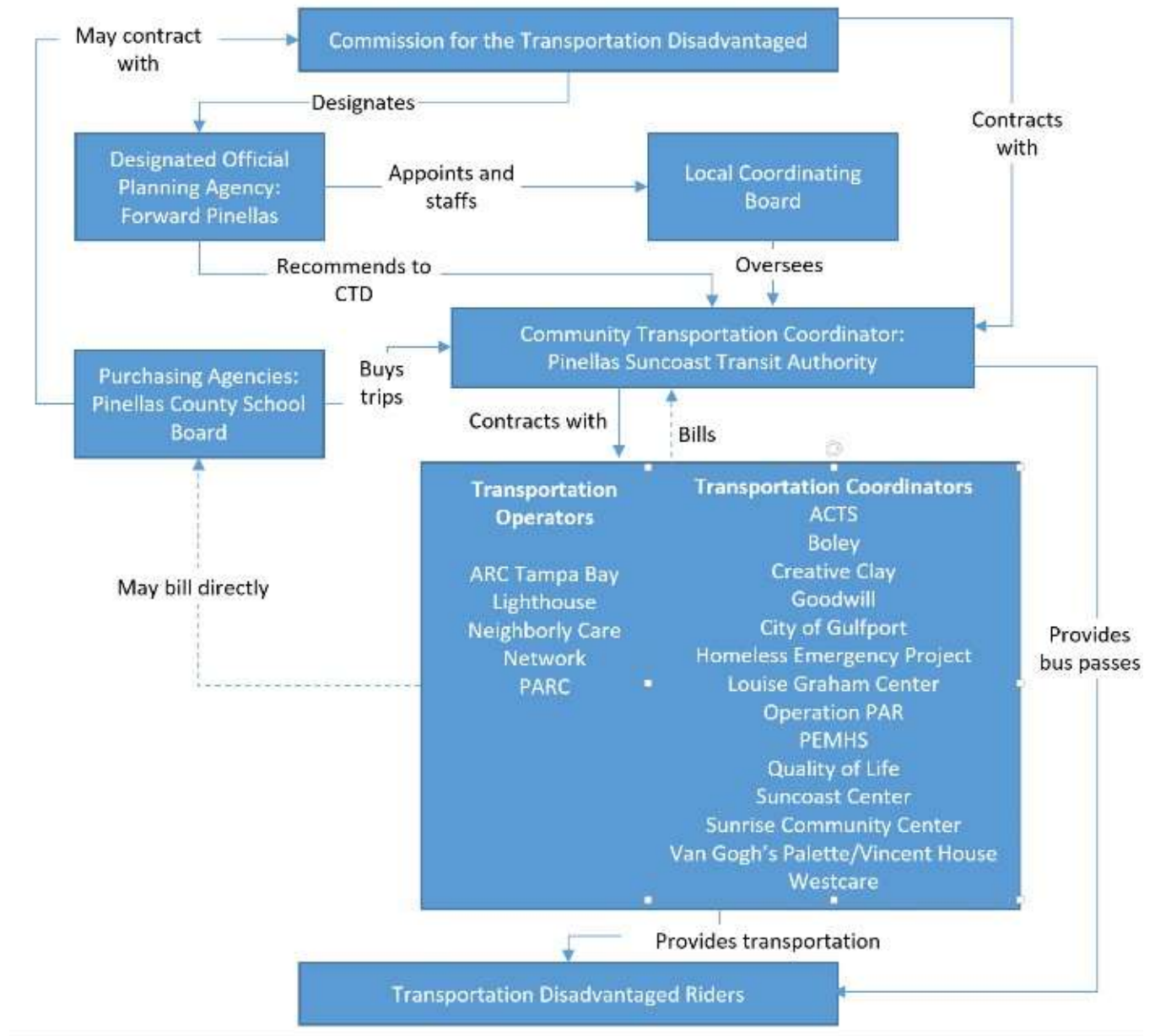


Figure 1

Consistency Review of Other Plans

Providing transportation services for those considered to be transportation disadvantaged is consistent with existing planning documents in the Pinellas County area.

For example, the Pinellas County Comprehensive Plan includes a policy in its transportation element to continue to identify and monitor unmet transportation disadvantaged needs in unincorporated Pinellas County and to inform residents in need of transportation assistance of available services through the TD Program (Policy 1.1.21). Other policies include assisting those who have transportation needs during an evacuation and coordinating to provide pedestrian facilities between bus stops and the sidewalk network. Other local governments also address the needs of the transportation disadvantaged in their comprehensive plans. The City of St. Petersburg includes: "[t]he City shall provide equitable transportation service to all residents and accommodate the special transportation needs of the elderly, disabled, low-income citizens and other transit dependent persons" as an objective in its comprehensive plan, another example of local governments addressing the needs of the transportation disadvantaged.

The Transit Development Plan (TDP) is a guiding document for PSTA. As both the CTC and public transportation provider, the TDP includes goals and strategies that affect TD Program customers. These goals include:

- Provide customer-oriented public transit services
- Implement customer-oriented service redesign
- Incrementally expand transit service
- Increase public transit access

The 2040 Long Range Transportation Plan (LRTP), developed and maintained by Forward Pinellas, in its role as the MPO, includes two sections that discuss TD-related populations. Chapter 4 identifies low-income and minority populations in Pinellas County and Chapter 5 analyzes investments in the LRTP as related to these populations. In addition, there are several policies that support transit use, the primary travel mode of TD program customers in the community, and that seek to address the needs of the underserved. The following is a sampling of the LRTP goals, objectives and policies specific to the transportation disadvantaged:

- Policy 2.2.1: The MPO shall continue to work with local governments, communities and PSTA to identify and assess transit needs in the county.
- Goal 5: Encourage public participation and ensure that the transportation plan and other MPO planning activities reflect the needs of the community, particularly those who are traditionally underserved.
- Objective 6.4: Provide better transit access to a greater number of people including those who are transit dependent, minority, low income and/or disabled.
- Policy 6.4.1: The MPO shall continue to ensure that economically disadvantaged and physically impaired citizens of Pinellas County have access to cost-effective and efficient transportation services.

Forward Pinellas is required as the MPO for Pinellas County to develop and maintain a Transportation Improvement Program (TIP) that includes a list of transportation projects funding over a five-year period. The ~~Transportation Improvement Program~~ TIP must be consistent with the LRTP. The ~~program~~ TIP includes TD Program funding in Section 6 as well as public transportation projects and FTA Section 5310 Program funding in Section 7.

Together, with the LCBs from Hillsborough and Pasco counties, the Pinellas County LCB developed the Regional Mobility Needs Assessment Report in 2014. This document replaced the Tri-County Access Plan (TCAP) as documentation of the needs of the transportation disadvantaged in the greater tri-county area, which includes the urbanized area. The assessment was conducted in cooperation with the Florida Department of Transportation (FDOT) District 7 and is utilized in the FTA Section 5310 grant process, which is conducted by FDOT District 7. The Regional Mobility Needs Assessment Report is available in Appendix B.

The Commission for the Transportation Disadvantaged has a Five/Twenty Year Plan, published in 2005 and available at: <http://fdot.gov/ctd/aboutus.htm>. The Plan provides a framework and goals for the growth of the TD Program in Florida. These goals align with the TD Program in Pinellas County. For example, Goal 4 "Reduce the cost, where possible and appropriate, of TD Services." This is something the Pinellas County TD Program takes into consideration and implements through the bus pass program; through an RFP that resulted in the selection of the same provider for both ADA paratransit and door-to-door TD services; and through the agency group trips. Another example of the alignment of the CTD goals with the Pinellas County TD Program is Goal 8, "Maintain and preserve an efficient and effective transportation infrastructure that is accessible to all eligible transportation disadvantaged citizens while meeting the needs of the community." PSTA has made it a policy not to turn down anyone who is eligible for the TD Program, even when funding from the TD Trust Fund has been fully expended. This allows for consistent TD Program services that fulfill the needs of TD customers throughout Pinellas County.

Public Participation

As part of the development of this TDSP, a survey was developed and made available online. Print copies were available upon request. The audience of the survey was primarily human service agencies; however, the survey was designed to be flexible so that if others (TD Program participants, family of TD Program participants, others involved with potential TD populations, etc.) could also complete the survey and provide meaningful input. The survey was distributed through the LCB mailing list, the Pinellas County Human Services Coalition, 2-1-1 Tampa Bay service agency email list and was also sent to those who have worked with Forward Pinellas and/or the TD Program previously, such as Pinellas County Emergency Management Services and AARP. The survey results were utilized to develop the TDSP, including goals, objectives and strategies. A summary of the survey results are available in Appendix C.

The Forward Pinellas blog included a post on the TD Program while the survey was open. The blog mentioned the TD Program, information on the importance of accessibility and included a link to the TDSP survey. The blog post was emailed to the regular blog mailing list and was also promoted via social media.

Presentations on the TD Program, including data on and supporting the development of the TDSP, were made to several Forward Pinellas advisory committees. These included the Planner's Advisory Committee, which is composed of local government staff who work with land use; the Technical Coordinating Committee, composed of local government staff who work with transportation and transportation-related subjects; and the Citizens Advisory Committee, a citizen committee that reviews and advises the Forward Pinellas Board on transportation matters.

The TDSP development was discussed at multiple LCB meetings over the course of its development. Specific feedback was requested at the May 16, 2017 LCB meeting regarding the survey, as well as various components of the TDSP. A subcommittee meeting was held on August 1, 2017, to review the TDSP elements, focusing on the goals, objectives and strategies. The final TDSP was reviewed and approved by the LCB on September 19, 2017. It was then presented to the Forward Pinellas Board in October 2017.

B. SERVICE AREA PROFILE & DEMOGRAPHICS

Service Area Description

Characterized by its peninsular geography, Pinellas County is located on Florida's West Coast. Pasco County is to the north, Hillsborough County and Tampa Bay to the east, Manatee County and Tampa Bay to the south, and the Gulf of Mexico the west. There are 24 municipalities in Pinellas County, the majority of which are served by the PSTA. A defining characteristic of Pinellas County is its development pattern, which is largely suburban, except for established downtown areas and the City of St. Petersburg.

PSTA's system map is available on their website, <https://www.psta.net/media/2733/psta-system-map-min.pdf>. PSTA provides complementary Americans with Disabilities (ADA) paratransit service through the DART Program to the majority of Pinellas County. The service area map for paratransit service is pictured in Figure 2.



Source: PSTA 2017

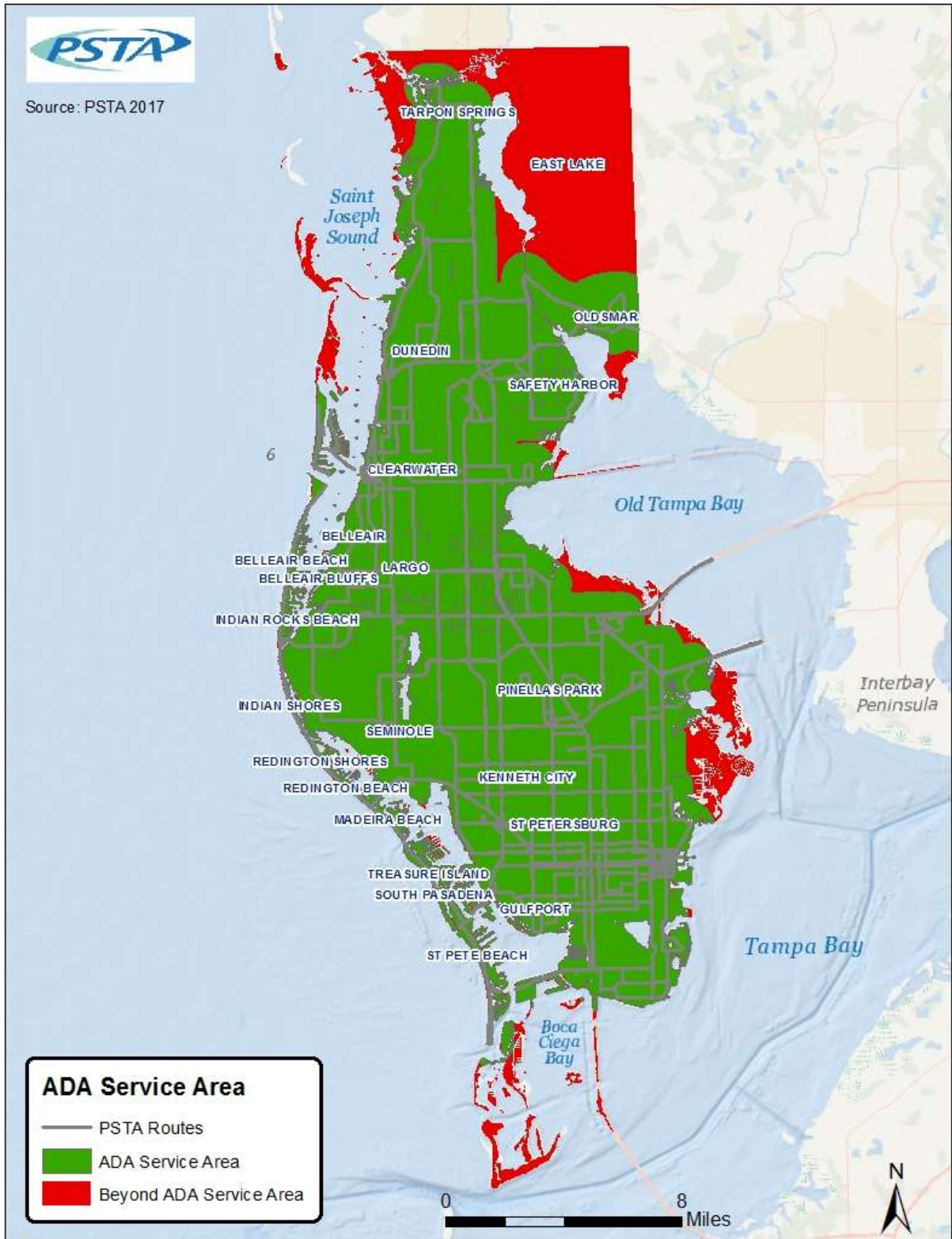


Figure 2

Demographics & Land Use

The relationship between land use and transportation impacts the transportation disadvantaged, from the location of destinations like the grocery store and medical facilities to where people live. Forward Pinellas, as the planning council for Pinellas County as well as the metropolitan planning organization, considers the relationship between land use and transportation. This includes planning for transportation and land use together, so that places with higher density development also have sidewalks, bicycle facilities and transit facilities. Forward Pinellas produces a Countywide Plan Map that shows land uses in Pinellas County and includes multimodal corridors and activity centers.

Pinellas County is the densest county in Florida, with 3,348 persons per square mile as of the 2010 U.S. Census. The total population as of 2015 is estimated at 949,827 by the United States Census Bureau. Over 22% of residents are over 65 and 14% of residents are below the poverty level (2015 American Community Survey).

Table 1. 2015 American Community Survey Data

	Estimate	Percent
Under 18	160,144	17%
18 years and older	771,333	83%
65 years and older	209,473	22.5%
Total households	402,653	-
Number of grandparents living with own grandchildren under 18 years	16,776	-
Median age	47.1	-
Median Income (households)	\$45,819	-
Mean income (households)	\$66,039	-
Per capita income	\$30,170	-
Labor Force Participation Rate (population 16+)	-	58.6%
Unemployment rate (population 16+)	-	8.4%
Educational Attainment, percent high school graduate or higher	-	90%
Educational Attainment, percent bachelor's degree or higher	-	29%
Civilian veterans	90,554	-
Civilian Noninstitutionalized population with a disability	136,302	-
Population living in different house from 1 year ago	138,003	-
Language spoken at home, other than English	121,800	-
Speak English less than "very well"	46,903	-
Percentage of all people whose income in the past 12 months is below the poverty level	-	14.4%

The following map (Figure 3) following shows the percentage of people whose income in the past 12 months is below the poverty level, by zip code. Figure 4 shows registered TD Program users by zip code. This is a snapshot in time, users are required to re-certify every year on a rolling basis, based on when they entered the TD Program.

Percentage of People Whose Income is Below the Poverty Level

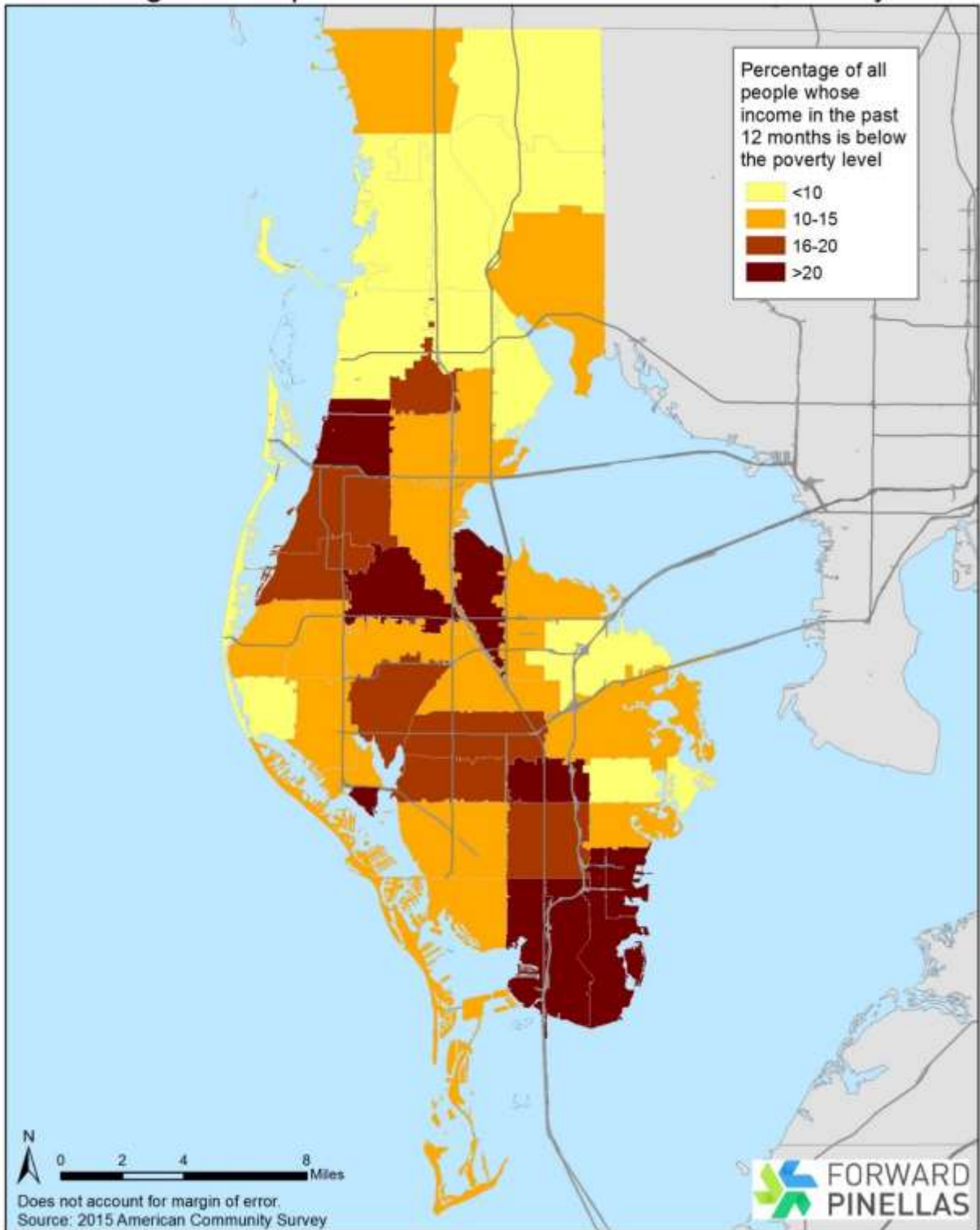


Figure 3

Registered TD Program Participants by Zip Code

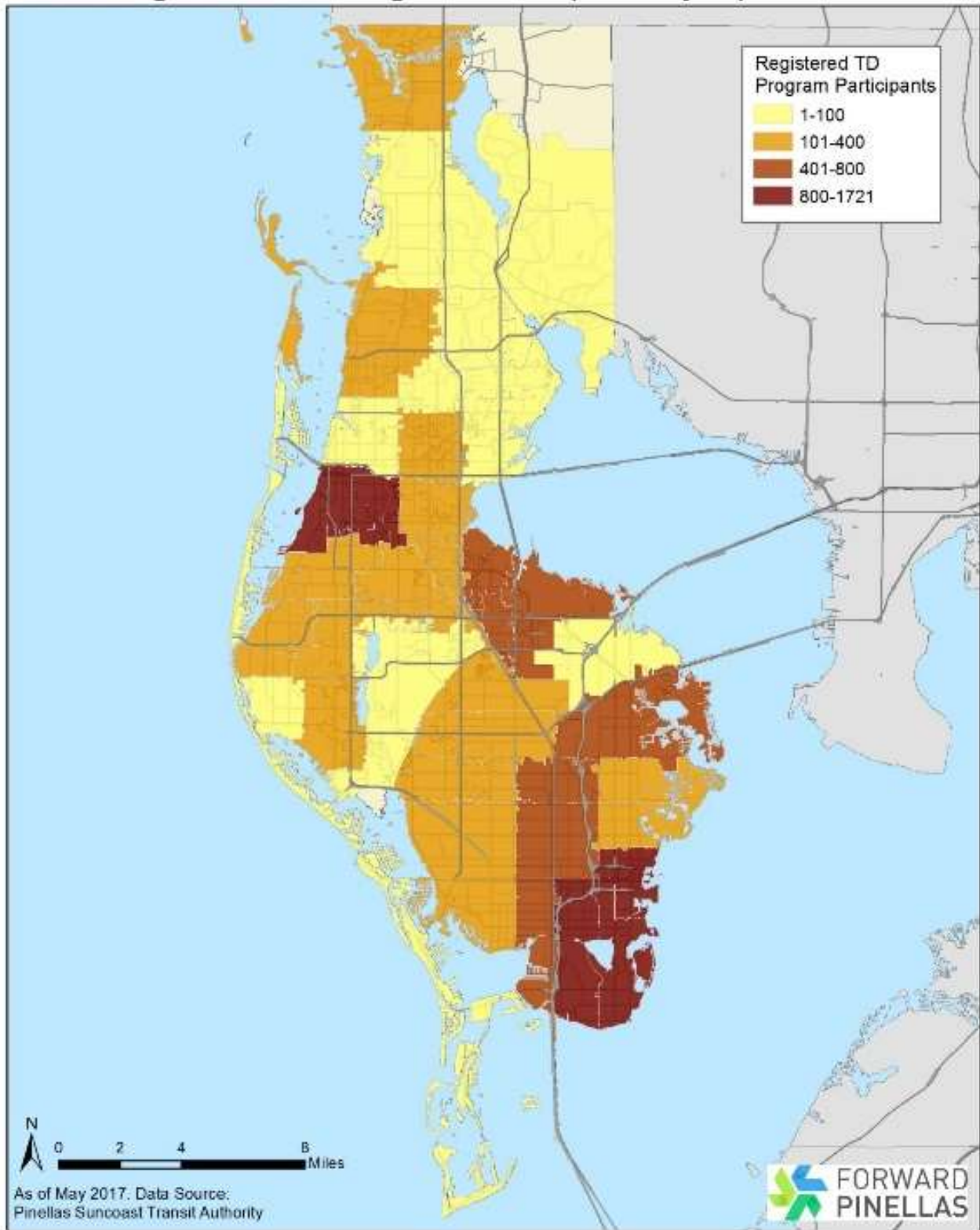


Figure 4

As mentioned in the service plan element, to qualify for the Pinellas County TD Program, individuals must be 150% below the federal poverty guidelines. The federal poverty guidelines are updated annually. Following this, the LCB reviews and approves the new income requirements. This information is then posted on PSTA's website, broken down by household size and the income requirements by year and by month.

According to the past Annual Operating Reports based on sampling data, the most common trip purpose in the trips provided by the coordinated system is medical, followed by employment. The map in Figure 5 shows medical centers, hospitals, health facilities, community centers and libraries, potential destinations for TD clients. Figure 6 shows educational facilities and shopping centers, which are also common TD trip destinations.

The PSTA is the primary public transportation provider in Pinellas County. PSTA's transportation services include fixed route bus service; Connector flex routes; Direct Connect first and last mile services using United Taxi, Uber and Wheelchair Transport Service, Inc. express routes and paratransit services. These are discussed in detail in the service plan section. Information on PSTA's services is available on the PSTA website, which is updated as services and routes change, <https://www.psta.net/>.

Transportation Disadvantaged services extend beyond those provided by PSTA. The coordinated system includes nonprofit providers who provide transportation services. Agencies receiving transportation disadvantaged funding and FTA Section 5310 funding are part of this system. Coordination contractor information is available in Appendix A.

As part of the development of the TDSP, social service agencies were asked to answer if they provide transportation services. Around 40% of the agencies indicated that they provide transportation services, primarily bus passes. Others noted that they provided gas and/or gift cards or travel reimbursement, van/shuttle service or trips for certain purposes such as medical appointments.

Medical Facilities and Community Centers

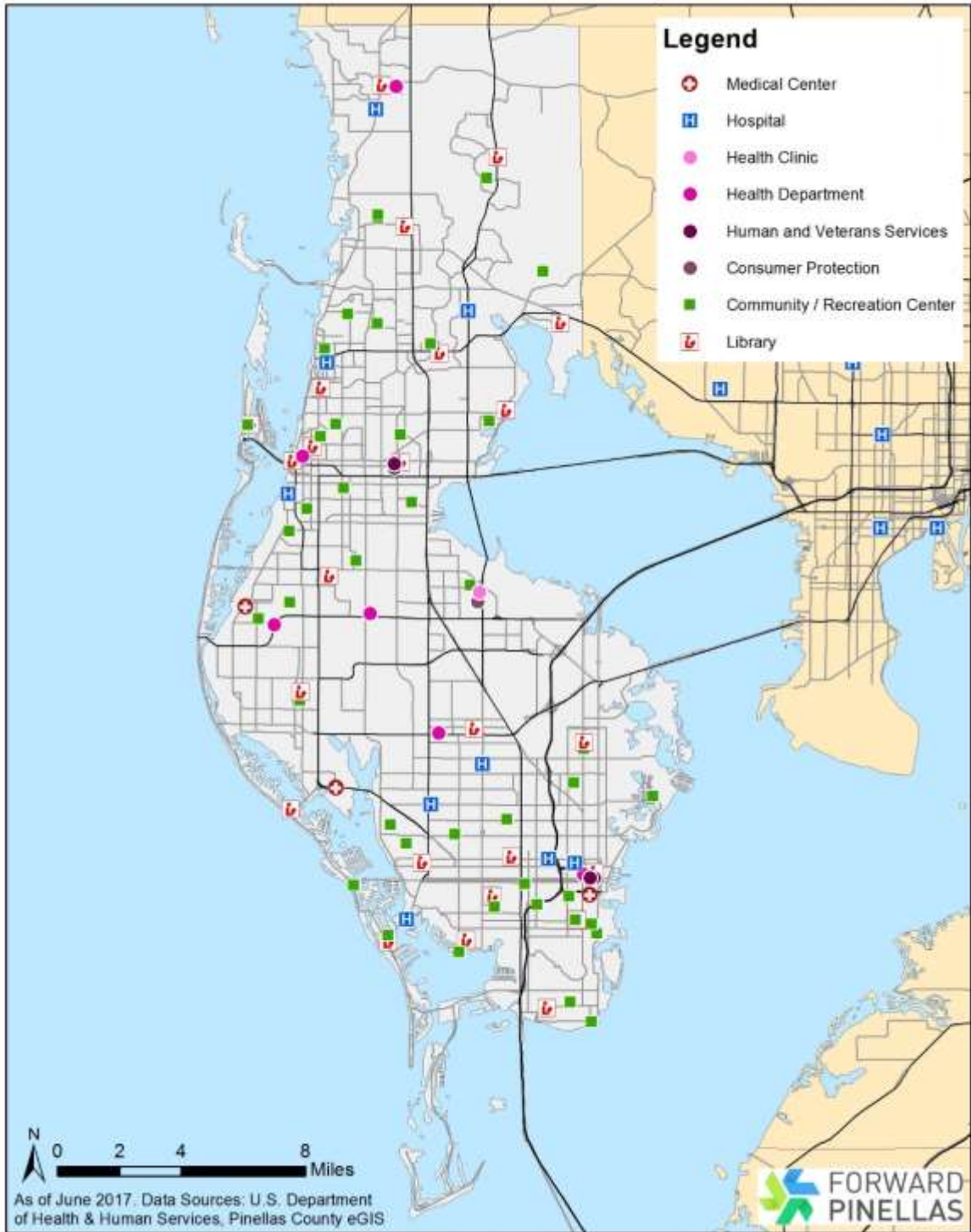


Figure 5

Employment, Shopping and Higher Education Facilities

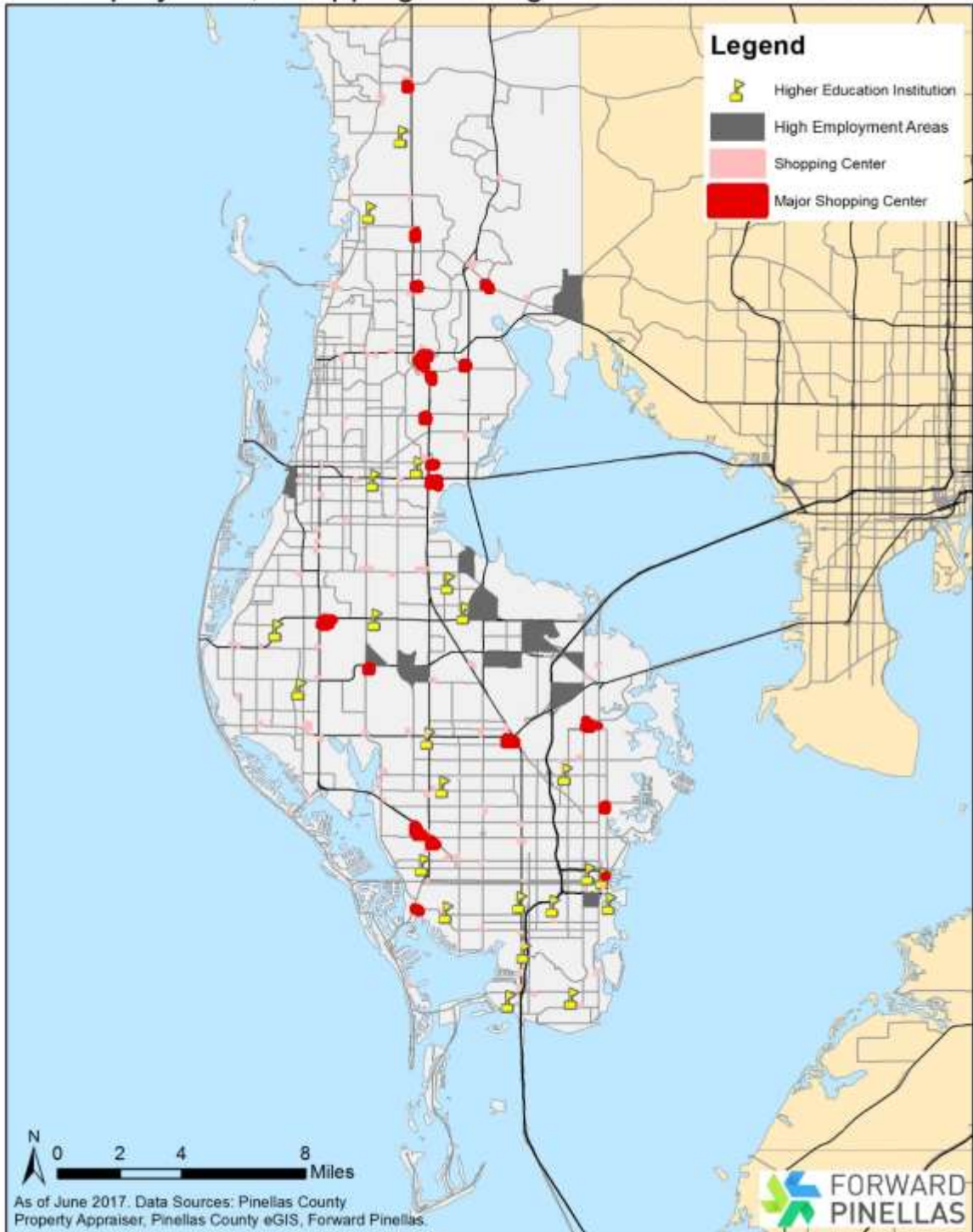


Figure 6

C. SERVICE ANALYSIS

Forecasts of TD Population

To project future TD population, Forward Pinellas utilizes the CTD forecast model developed by the Center for Urban Transportation Research (CUTR) in conjunction with the 2013 National Center for Transit Research “Forecasting Paratransit Service Demand – Review and Recommendations.” The forecast model includes inputs from the U.S. Census Bureau’s 2015 American Community Survey (ACS) on age, income and disability, as shown in Table 2.

Table 2. 2015 Pinellas County TD Population

Age Ranges	Population by Age	Population below Poverty	Population with a Disability	Population with a Disability and Below Poverty
<5	42,724	10,730	332	312
5-17	114,265	21,052	6,531	1,222
18-34	174,112	23,392	11,431	2,130
35-64	387,648	49,833	48,766	12,002
Total Non-Elderly	718,749	105,007	67,060	15,666
65-74	117,046	11,594	24,831	3,578
75+	98,621	9,970	48,005	4,822
Total Elderly	215,667	21,564	72,836	8,400
Total	934,416	126,571	139,896	24,066

Based on the inputs from Table 2, the model estimates that 372,068, or 39.8%, of the total Pinellas County population could be considered transportation disadvantaged. This includes those who may be transportation disadvantaged due to age, poverty status and disability. Figure 7 shows the diagram utilized in the model to show the potential transportation disadvantaged population.

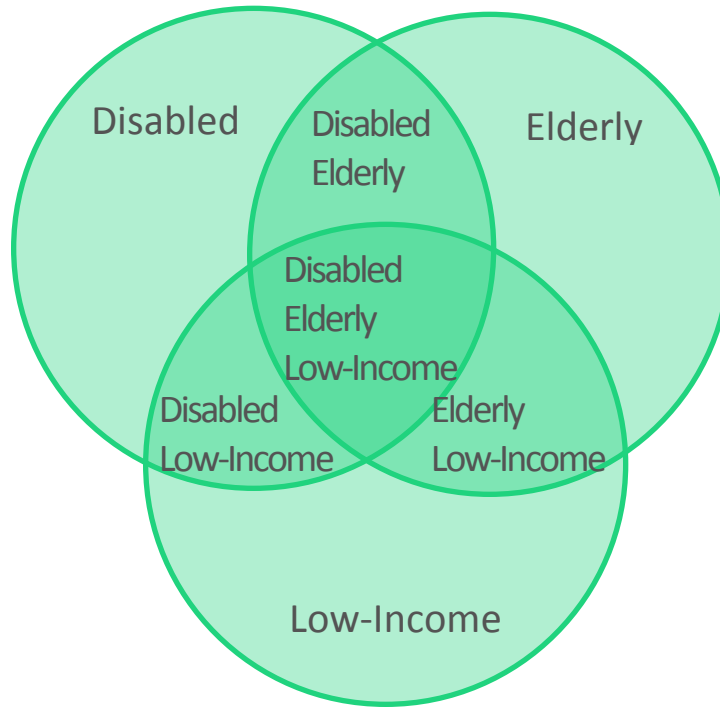


Figure 7

Based on population projections, the model shows that Pinellas County’s annual population growth will be 0.43%. The model estimates that 3.94% of the population has a severe disability. It also estimates that the transportation disadvantaged population will grow by approximately 1,600 individuals each year between 2017 and 2025. The following table shows estimates of Pinellas County’s transportation disadvantaged population in 2017 through 2022.

Table 3. Pinellas County TD Population Projections

		2017	2018	2019	2020	2021	2022
Estimate non-elderly	Low Income	90,111	90,498	90,888	91,278	91,671	92,065
	Disabled	51,837	52,060	52,284	52,509	52,734	52,961
	Both low income and disabled	15,801	15,869	15,937	16,006	16,075	16,144
Estimate elderly	Elderly	130,785	131,347	131,912	132,479	133,049	133,621
	Low Income	13,277	13,335	13,392	13,449	13,507	13,565
	Disabled	64,991	65,271	65,551	65,833	66,116	66,401
	Both low income and disabled	8,472	8,509	8,545	8,582	8,619	8,656
Total Non-Duplicated TD population		375,275	376,888	378,509	380,137	381,771	383,413

Utilizing this methodology, the percentage of the total population who are transportation disadvantaged continues to remain around 40% of the Pinellas County population. The needs assessment below details additional information about the potential future transportation disadvantaged population.

Needs Assessment

The model provides projections on the future transportation disadvantaged population based on being elderly, low income or disabled. However, it is important to note that there are other factors to consider when forecasting the future transportation disadvantaged population. This includes considering children at risk and the aging population.

The Area Agency on Aging of Pinellas-Casco, Inc. 2017 Summary Plan Document includes population trends and characteristics of individuals 60+. The summary document shows that over 30% of Pinellas County’s 2014 population is 60 or older, over 10% is 75 or older, and nearly 4% is 85 or older. Nearly 30% of individuals 60+ live alone. The Census Bureau released a special study in 2014 entitled “65+ in the United States: 2010.” Highlights from that report show that the percentage of the population aged 65 and over is increasing, from 12.4% of the total percentage in the nation in 2020 to 13.0% in 2010 and projected to reach 20.3% by 2030. The South is one of the regions that has experienced the fastest growth of those over 65 and over 85.

While not all of the elderly population will require the services of the TD Program, exploring how older adults are served is an increasing factor that must be considered. In 2014, the American

Planning Association released its Aging in Community Policy Guide. As stated in the policy guide, more Americans are living longer and require a range in transportation choices.

In addition to the considerations discussed above about the potential future transportation disadvantaged individuals, the Pinellas County TD Program focuses on low income individuals who are 150% of the federal poverty guidelines and who are unable to transport themselves or be transported by others in their household. This must be accounted for when considering how the TD Program continues to provide services over the next five years.

Barriers to Coordination

Communication is a significant barrier to coordination. When the TDSP subcommittee met to discuss the TDSP survey results and goals, objectives and strategies for the TDSP, there was discussion on who to reach and how. Potential audiences are the public at large, elected officials, social service agencies (including those in the office and those on the “front lines”), families and friends of the transportation disadvantaged and the transportation disadvantaged themselves. For these potential audiences, the approach and materials needed to provide information on the TD Program may differ. Potential topics range and may include TD Program needs, services available and unmet needs. The range of audiences, their level of interest and the best way to reach them varies.

The Regional Mobility Needs Assessment (Appendix B) conducted for Hillsborough, Pasco and Pinellas counties addressed regional transportation disadvantaged concerns. Concerns include the need for regional connections, travel training and assistance for individuals with disabilities, regional demand response service, expanded infrastructure, such as bus stops, and additional funding for nonprofit agency partners. The Tri-County Transportation Disadvantaged Local Coordinating Board Subcommittee, composed of members from each of the LCBs (Hillsborough, Pasco and Pinellas), meets on a regular basis, discussing regional needs and ways to work together to address these needs.

D. GOALS, OBJECTIVES, STRATEGIES

The following table documents the goals, objectives and strategies for the Pinellas TD Program, as well as measures and an evaluation of the measures which is completed annually during a review of the TDSP.

Table 4. Goals, Objectives and Strategies

Goal	Objective	Strategy	Measure	Evaluation of Measure
1. Deliver cost-effective and efficient transportation services to the transportation disadvantaged in Pinellas County who do not have access to transportation to meet their transportation needs.	1.1. Utilize fixed route bus system whenever possible	a. Provide training to transportation disadvantaged customers and staff of agencies that serve them on how to utilize the fixed route system	· Number of trainings provided about using the fixed route system	Record of an average of at least 2 trainings per month.
		b. Analyze bus stop proximity to common destinations for the transportation disadvantaged as stops are consolidated to make the routes more efficient, with ADA accessibility of remaining transit stops as focus	· Routes with consolidated bus stops will have high percentage of ADA accessible stops – TD customers will not identify existing common destinations with bus stop removed.	< 1 valid TD complaint for the year about a bus stop on a consolidated route being inaccessible or not serving an existing major TD trip attractor.
	1.2. Promote trip sharing	a. Utilize group trips when feasible	· Number of group trips	Group TD trips will be greater than individual TD ambulatory or wheelchair trips
		b. Encourage paratransit service provider to book shared trips	· Number of shared trips	Care Ride will document more shared trips than in prior year.

Goal	Objective	Strategy	Measure	Evaluation of Measure
2. Provide reliable transportation services to the transportation disadvantaged while also being innovative and responsive to community needs and local, state and federal policies.	2.1. Develop innovative services to fill gaps left by traditional services.	a. In response to social services agencies initiated and sustained TD Late Shift service	· Feedback from social service agencies and TD Late Shift riders who complete surveys.	TD Late Shift surveys will document > 90% satisfied with service.
		b. Seek innovative ideas from other CTC's and transit agencies thru CTD, FPTA, ABBG & other workshops.	· Development of additional ideas which have consensus support	LCB members give positive feedback on new innovative concepts for serving TD.
	2.2. Conduct community outreach to promote TD Program and engage in discussion on community needs	a. Keep PSTA TD webpage updated for social service agencies	· Bulletin produced and distributed to social service agencies	TD webpage will remain up-to-date within 30 days of change in TD eligibility criteria.
		b. Develop materials tailored to TD individuals, "front line" workers and social service agency office staff	· Materials developed for distinct audiences	Several versions of outreach presentations will have been used each year.
		c. Participate in community events	· Participation in community events	Average at least 1 community event each month
		d. Speak and listen to interested groups about the transportation disadvantaged, available services and need	· Interactions with interested groups	Average of at least one group will be engaged in TD dialogue each month.
	2.3. Promote innovative services	a. Develop pilot programs to explore service delivery options	· Exploration of service delivery options · Development of pilot programs	The LCB or Tri-county LCB will give feedback on service delivery options &/or pilot projects at least twice per year.

Goal	Objective	Strategy	Measure	Evaluation of Measure
3. Address the transportation needs of the elderly, disabled and low- income citizens within the Tampa Bay region.	3.1. Coordinate transportation disadvantaged planning in the Tampa Bay region.	a. Establish a regional LCB advisory committee with semi-annual meetings, at a minimum.	· Set up and maintain regional LCB subcommittee	Yes, regional LCB subcommittee met multiple times in 2018
		b. Participate in FTA Section 5310 project review / selection process.	· Participation in regional project review / selection process	Yes, Forward Pinellas staff participated in the FTA Section 5310 review process
		c. Monitor and update regional element of the	· Up-to-date regional element	2014 regional needs assessment is up-to-date

E. IMPLEMENTATION SCHEDULE

The following table shows the general implementation schedule for annual TD Program milestones.

Table 5. Implementation Schedule

Action	LCB Meeting
CTC Evaluation	November
CTC Evaluation follow up	February
Bylaws Adoption	February
Grievance Procedures Adoption	May
CTC Agreements Approval	May
Rate Model	May
TDSP update	May
Annual Operating Report	September

Note: Should the LCB meetings or meeting dates be modified, the implementation schedule will be adjusted to ensure that all required actions occur as needed and will be reflected in LCB agendas and the Forward Pinellas website, as needed. Meeting notices for the LCB are published following CTD guidelines, which include advertisement in the newspaper with the largest circulation in Pinellas County.

II. SERVICE PLAN

A. OPERATIONS

There are four main types of TD Program services: bus passes, door to door trips, agency group trips and pilot program activities.

- Bus passes are issued to those requesting TD transportation service who are able to access and use the public transit system.
- Door to door trips are provided for individuals who are unable to ride the bus. This service is available for both ambulatory and non-ambulatory/wheelchair trips.
- Agency trips are provided through social service agencies that provide TD services to their clients. These agencies include Arc Tampa Bay, Lighthouse of Pinellas, Neighborly Care Network and PARC. Group trips provided through Arc Tampa Bay, Neighborly Care Network and PARC are a cost-effective way to provide transportation services. Arc Tampa Bay provides service on a daily basis to individuals with developmental disabilities who range in age from eight weeks to over 80 years old. Neighborly Care Network transports individuals over 60 to adult day care centers, group dining sites, doctor's appointments and other sustenance-type destinations. Neighborly Care Network provides door-to-door ambulatory and wheelchair service, operating from 8 a.m. until 5 p.m., Monday through Friday. PARC provides transportation seven days a week for medical, recreational and work-related trips, serving individuals with disabilities. Lighthouse of Pinellas provides

ambulatory transportation to and from its facilities, which are not accessible by public transportation, at a cost lower than the cost of similar transportation through the regular door-to-door TD Program.

The Pinellas County TD Program also coordinates with and monitors transportation services provided by other agencies in the county through coordination contracts. All agencies receiving FTA Section 5310 Program funding in Pinellas County, for example, are required to have a coordination contract. Coordination contractors are listed in Appendix A, along with information on these agencies' transportation services.

- PSTA received two mobility enhancement grants (FY 2016/17 and FY 2017/18) from the Commission for the Transportation Disadvantaged to operate a pilot program, TD Late Shift. This program offers up to 25 rides a month to TD customers to or from priority trips, most often work, between the hours of 10 p.m. and 6 a.m. One ride is also available during the day for urgent trips through the Urgent Day program. This program, which utilizes Uber, United Taxi and Care Ride to provide services, is an innovative way to get people who work non-traditional hours to use lower-cost traditional fixed route services for their trip to or from work and get a door-to-door ride for the other trip (to or from work) that is outside fixed route service hours. This innovative service effectively extends the hours of public transportation. Other innovative pilot programs that meet a need should continue to be explored and encouraged, when able.

PSTA's Direct Connect program provides service to designated bus stops via Uber, United Taxi or Wheelchair Transport. Pinellas County is divided into zones and riders must take a trip within the zone around the designated bus stops. Under the program, the first \$5 of the trip is covered by PSTA and the remainder is paid for by the customer.

Types, Hours, Days of Service

Bus service varies depending on the route. Weekday service begins as early as 5:10 a.m. and ending as late as 11:20 p.m. Saturday service begins as early as 5:35 a.m. and ends as late as 10:45 p.m. Sunday service begins as early as 5:35 a.m. and ends as late as 9:50 p.m.

Ambulatory and wheelchair transportation services are available 24 hours a day, seven days a week. The Late Shift Program described above is also available to TD Program participants between the hours of 10:00 p.m. and 5:00 a.m. for priority trips that occur outside the hours of regular fixed route services. PSTA has also been awarded a Mobility on Demand Sandbox grant to provide a same-day paratransit pilot program, which is expected to begin in 2018.

Accessing Services

Information on PSTA, including the TD Program, is available via PSTA's "InfoLine," (727) 540-1900. In addition to the InfoLine's regular operating hours, clients can leave a voicemail message 24 hours a day, 7 days per week. In addition, reservationists are available to take trip reservations for door to door TD Program trips.

Table 6. InfoLine Hours of Operation

Monday – Friday	6 a.m. – 8 p.m.
Saturday	7 a.m. – 8 p.m.
Sunday	8 a.m. – 4:30 p.m.

Table 7. Reservation Hours of Operation

Monday – Friday	8 a.m. – 5 p.m.
Saturday, Sunday, holidays	9 a.m. – 5 p.m.

Provider phone lines are available for cancellations at any time. PSTA contracted providers have a supervisor/dispatcher on duty at any time a TD Program trip is on the road.

Individuals seeking access to TD Program services can find information on the PSTA website, www.psta.net, via the InfoLine, or in person at a local bus terminal. TD Program applications in English and Spanish are available through all of these sources, as is eligibility information and simple instructions explaining the application process.

Applicants are determined eligible if they reside in Pinellas County, have no access to a ride for priority trips, do not have access to a car, cannot get rides from others in their household, do not currently receive a free bus pass through another program, and have ~~an~~ a documented income at or below 150% of the federal poverty level. Upon determining that an applicant is qualified for service, PSTA determines the appropriate mode of travel using the process described below. If a government agency has a formal agreement with the CTC, that agency can certify its own clients as meeting the eligibility criteria provided there is documentation that the client meets the Pinellas County TD Program requirements, serving as the client’s TD application. This documentation must be available and produced if required for a CTC or state audit, inspection or review.

- Bus service availability. If bus service is available and usable within reasonable walking distance of TD-funded priority origins and destinations at times required, a bus pass is assigned to the client. If bus service is not available or accessible for a TD-eligible trip, a difference accessible mode, typically ambulatory or wheelchair van service, is assigned for only those eligible trips for which the bus system will not meet the clients’ trip needs.
- Ambulatory or wheelchair van. This is assigned if the client cannot transport themselves independently using other available modes for a priority trip(s).

~~PSTA also has two programs available for TD Program users, Late Shift and Urgent Day.~~ Late Shift and Urgent Day are the two programs available through the TD Program. Late shift is assigned when ~~the~~ a client has a priority trip that must be taken overnight when local bus routes service ~~are~~ is typically unavailable. Urgent Day is assigned during normal bus hours when an urgent priority trip is needed but ~~and the~~ normal bus service ~~will not~~ cannot provide the trip in a timely manner. ~~needed timeliness.~~

All individuals not found eligible are promptly notified in writing of their eligibility determination, including subsequent steps necessary to appeal a denied application and to resubmit an application.

Individuals found eligible for ambulatory or wheelchair van service are notified in writing on how to access these services. Ambulatory or wheelchair van trips require trip reservations at least two days in advance of the ride. Return trips are available on both a scheduled and will-call basis. Trips are prioritized based on the type of trip, as shown in Appendix D. Customers are instructed to call the transportation provider directly to check on the status of their trip. Co-payment must be paid to the driver at the time of pick-up in accordance with the rates in Table 9. Should the customer need to cancel the trip, the rider must advise the provider no less than two hours before the scheduled pick-up time. If the customer is not present at the scheduled pick-up time, the driver will wait at the pick-up location for five minutes. If after five minutes the client is still not present, the driver may consider the client a no-show and leave. No-show clients are subject to the No-Show Policy in Appendix E. In all cases involving a no-show, the operator shall inform PSTA.

Clients able to utilize the fixed route system are given the option to purchase a 10 non-consecutive day or 31 consecutive day bus pass with a copayment. Clients issued bus passes must pick them up at a local PSTA terminal or from an agency that has an agreement with PSTA to distribute passes. Passes may be mailed to individuals in situations where an eligible person is unable to access a local PSTA terminal due to special circumstances as determined by PSTA.

Transportation Operators and Coordination Contractors

The PSTA utilizes a Request for Proposals (RFP) process to secure providers for the TD Program. This has traditionally occurred simultaneously with the procurement for complementary ADA paratransit service. In 2015, PSTA conducted a RFP for paratransit service providers. Proposals were submitted by providers and reviewed by PSTA. The RFP included standards for performance expectations, as well as penalties and incentives. CareRide was selected as the sole provider of paratransit services, beginning October 1, 2016 through September 30, 2019, and automatically renewing for two additional one-year terms unless either party provides written notice to the other party prior to expiration.

TD Program funding is allocated to non-profit operators as discussed previously. The agencies receiving funding have demonstrated the ability to cost-effectively transport their TD-eligible clients and are therefore able to provide an acceptable alternative to the TD service provided through PSTA. The LCB reviews the operator contract agreements annually each year.

Coordination contractors are those agencies that do not receive TD Program funding, but coordinate services with the CTC. Many of these agencies receive FTA Section 5310 Program funding. All coordination contracts are reviewed by the LCB.

The full list of transportation providers, operators and coordination contractors is available in Appendix A. All providers, operators and coordination contracts are annually monitored by the CTC.

Public Transit Utilization

In addition to its role as the CTC, PSTA is the public transportation provider for Pinellas County. As such, PSTA operates fixed route and paratransit services through much of Pinellas County. The paratransit service area map is shown in Figure 2. The fixed route network includes express bus service, local routes, Connector flex routes that can deviate off route, and trolley services. The Suncoast Beach Trolley and Central Avenue Trolley are operated directly by PSTA and the Jolley

Trolley is operated through a contract with a private provider. All PSTA bus passes, including the TD bus passes can be used on all of the routes listed above. The agency also has agreements with a transportation network company, taxicab provider and a wheelchair provider to provide connections to select transit stations through the Direct Connect program and to TD customers for late shift and urgent day trips.

Bus passes are provided to TD program participants with a co-payment, provided they meet the criteria discussed previously. These bus passes are a cost-effective way to provide transportation services for multiple trip needs.

Complementary demand-response paratransit services (DART) are provided by PSTA to persons eligible under the Americans with Disabilities Act (ADA). PSTA certifies whether a person has the ability to use fixed route service, including traveling to a bus stop, boarding a bus, and navigating the bus system. If the certification process determines a person is unable to use regular fixed route service, they will become eligible for DART, which is available to and from locations within $\frac{3}{4}$ mile of PSTA's existing fixed route service and during the same days and hours of operation as the regular bus service. Additional information on PSTA's paratransit services can be found at www.psta.net or by calling PSTA at (727) 540-1800. Per the State's requirements for the TD program, TD Door-to-Door service is not available for trips that can be provided through the DART service. TD Door-to-Door may be used to access destinations not accessible by bus service or DART service for those qualified (e.g. as to a toll collector job at Fort DeSoto Park because of the distance from the nearest bus stop and relationship to the DART/ADA service area.)

School Bus Utilization

School bus utilization is considerably higher than the traditional multi-load transportation services in Pinellas County. Availability is also extremely limited. Consequently, only occasional school bus transportation is provided when there are larger specialized group needs.

Vehicle Inventory

The vehicle inventory is included in Appendix F.

System Safety Program Plan Certification

All providers, operators and coordination contractors are required to develop a System Safety Program Plan (SSPP) in accordance with Chapter 427, Florida Statutes and Rule 14-90, Florida Administrative Code. Each SSPP must include specific procedures to follow in the event of a crash, fire or any other type of emergency. During the annual monitoring process mentioned previously, the CTC reviews the SSPP to ensure that vehicle and equipment safety, driver training, insurance, crash procedures and required regulations are addressed.

Intercounty Services

At this time, there are no intercounty service agreements in place between the Pinellas County CTC and any CTC from an adjacent county. However, the CTCs from Pinellas, Hillsborough and Pasco counties all attend and participate in the Tri-County Transportation Disadvantaged Coordinating Board (TC TD) Subcommittee. The TC TD Subcommittee has identified intercounty TD services as a high need (Appendix B) and is working to address this need.

PSTA operates two express routes that serve Hillsborough County. PSTA also has a Flex route that provides service between north Pinellas County and northwest Hillsborough County. PSTA and the Pasco County Transit Authority (PCPT) meet in northern Pinellas County, providing an opportunity for riders to transfer between the two services.

PSTA is working with HART and other transit agencies in the Tampa Bay area on a regional farecard project that will allow the systems to utilize the same fare media. As part of this project, Flamingo Fares is undergoing a testing process in 2016 and 2017. During the testing, Flamingo Fares allows transit riders in Hillsborough and Pinellas counties to purchase transit passes on their smartphones, which can also be used on bus services in all three counties in place of a traditional fare card. Smartcards will also be available for use upon full implementation.

Emergency Preparedness and Response

All individuals who become eligible for TD ambulatory or wheelchair service receive notice approved by the Emergency Operations Center (EOC) about evacuation and special needs shelter registration.

Educational Efforts/Marketing

PSTA has a public outreach team that provides information on PSTA services and programs, including the TD Program. In addition, staff working with the TD Program presents information to interested agencies. Additional educational efforts and marketing documents are being considered that provide information on the TD Program, but that do not contain information that changes on a frequent basis. PSTA is also in the process of developing a new TD palm card that can be used with a How to Ride Guide and during travel training.

Acceptable Alternatives

Chapter 427.016 Florida Statutes and Rule 41-2 Florida Administrative Code discuss alternative transportation disadvantaged services when alternate operators are proven to have more cost-effective rates, are not a risk to public health, safety, or welfare and where unique needs of a transportation disadvantaged individual cannot be purchased through the coordinated system. At this time, no alternative transportation disadvantaged services have been identified. Should the need for these services be identified, any services provided would be done in accordance with state and local regulations.

Service Standards

Table 8. Service Standards

Policy Area	Policy	Standard/Measure (if applicable)
Drug and Alcohol	Each operator is required to have a Drug and Alcohol testing policy for all safety sensitive job positions. The policy must meet the requirements of the Federal Highway Administration and FTA provisions.	Drug and Alcohol testing policy for all safety sensitive job positions (yes/no) Policy meets all required provisions (yes/no)

Policy Area	Policy	Standard/Measure (if applicable)
Transport of Personal Care Attendances (PCAs) and Dependent Children	PCAs are permitted to travel jointly with TD customers at no charge when documented as needed to perform tasks for the customer which the customer cannot perform unassisted due to their disability. Parents of dependent children who are TD Program eligible are considered an escort for the child and therefore are permitted to travel at no additional charge. If the parent is traveling as the customer and chooses to carry dependent children, the cost of transporting the child would not be compensable by the CTD.	N/A
Use and Responsibility of Child Restraint Devices Policy	In accordance with Chapter 316.613, Florida Statutes, every operator of a motor vehicle, while transporting a child, if the child is five years of age or younger, shall provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children up to three years of age, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged four through five, a separate carrier, an integrated child seat, or a seat belt may be used. TD Program passengers are responsible for installation and proper use of restraining devices and/or seat belts. If the passenger is unable to install the restraining device due to a disability, they are responsible for bringing a PCA/escort who can do this properly. The driver must offer assistance to all passengers regarding seat belt and wheelchair securement use only.	N/A
Passenger Property Policy	Passenger property that can be carried by the passenger and/or PCA in one trip that can be safely stowed within that passenger's own seating area on the vehicle shall be allowed to be transported at no additional charge. Passenger property does not include mobility aids, child restraint devices, secured oxygen, personal assistive devices, or intravenous devices.	N/A
Vehicle Transfer Points Policy	As applicable, the operator must ensure that vehicle transfer points (e.g. PSTA terminals, bus stops, etc.) are safe. Shelters should provide reasonable protection from the elements.	N/A
Local Toll Free Phone Number	An accessible decal displaying the CTC's local phone number for complaints or grievances and the TD Helpline phone number is required to be placed inside all vehicles used in the Coordinated System. Decals are to be made available by the CTC at no cost upon request.	Decal (yes/no)

Policy Area	Policy	Standard/Measure (if applicable)
Out-of-Service Area Trips	Out-of-service area non-sponsored trips will only be performed as specified by the terms of grants or other specific programs targeting TD populations as “regional trips” or as otherwise identified by the CTC and LCB.	N/A
Vehicle Cleanliness	Operators will ensure that all vehicles used within the Coordinated System are clean on the interior and exterior. Additionally, vehicles should be safe and comfortable for passengers.	Clean interior and exterior (yes/no) Safe and comfortable for passengers (yes/no)
Billing Requirements	Non-sponsored operators shall submit billing data to the CTC within ten days of the last day of each month. The CTC shall reimburse operators for all CTD-compensable invoiced expenses within thirty days of receipt of the invoice.	Billing data within ten days (yes/no) Reimbursed within thirty days (yes/no)
Passenger/Trip Database	The CTC shall maintain a database of pertinent information on the passengers transported through the brokered program. Operators providing services outside the brokered system shall also maintain passenger information files.	Maintain passenger information files (yes/no)
Adequate Seating	Operators shall provide seating based on the vehicle manufacturer’s specifications.	Seating based on vehicle manufacturer’s specifications (Yes/No)
Driver Identification	All coordinated system drivers are required to have an identification badge.	ID badge (Yes/No)
Passenger Assistance	All transportation operators shall ensure that all drivers providing trips under the Coordinated System are trained on the requirements of passenger assistance. Drivers are required to walk next to the client between the vehicle and building entrance to offer assistance if requested. At a minimum, this assistance shall include opening the vehicle door, securing wheelchair devices, storage of mobility assistance devices, and closing the door.	Complete training (Yes/No)
Smoking, Eating, and Drinking	Smoking in any vehicle in the Coordinated System is prohibited. Eating and drinking within a vehicle is allowed only when medically necessary.	N/A
Passenger No-Show	The No-show policy is in Appendix E.	N/A
Air Conditioning/ Heating	All vehicles in the Coordinated System should have working air conditioners and heaters. Any vehicle not meeting this requirement should be scheduled for repair.	Working air conditioner and heater (Yes/No)
Two-Way Communication	All vehicles in the Coordinated System should have a two-way communications system in good working order.	Working two-way communications system (Yes/No)

Policy Area	Policy	Standard/Measure (if applicable)
Driver Criminal Background Screening	Operators are required to obtain a Florida Department of Law Enforcement Level 2 Background Check of each driver before the driver can render services for the Coordinated System.	Background check policy (yes/no)
Sensitivity Training	<p>All contracted operators must ensure that every driver, upon hire and prior to transporting TD Program clients, has eight hours of sensitivity training and passenger assistance training, with six hours covering general customer service and sensitivity to people with mobility, sensory, cognitive and mental limitations.</p> <p>Non-ambulatory providers are required to provide an additional two hours of training on wheelchair securement and ambulatory providers are required to provide an additional two hours of training on topics selected based upon current service issues.</p> <p>An annual two hour refresher course should focus on general customer service, specific areas of concern and/or current changes in laws or standards related to the transportation of disadvantaged persons.</p> <p>All training provided should cover sensitivity to persons of all ages, sexes, and ethnicities. Sensitivity training should also cover treatment of service animals.</p>	<p>Eight hours of sensitivity training (yes/no)</p> <p>Passenger assistance training (yes/no)</p> <p>Six hours of training covering general customer service and sensitivity to people with mobility, sensory, cognitive and mental limitations (yes/no)</p> <p>Non-ambulatory providers: two hours of wheelchair securement training (yes/no)</p> <p>Ambulatory providers: two additional training hours (yes/no)</p> <p>Annual two hour refresher course (yes/no)</p>
Service Effectiveness	The effectiveness of the transportation services provided by the Coordinated System will be evaluated by the CTC annually. The evaluation will include the review of operating data such as passenger trips per vehicle mile, operating expense per vehicle mile and passenger trips, and crashes per 100,000 vehicle miles.	<p>Passenger trips per vehicle mile</p> <p>Operating expense per vehicle mile</p> <p>Operating expense per passenger trips</p> <p>Crashes per 100,000 vehicle miles</p>
Public Transit Ridership Standard	The CTC has established a Public Transit Ridership Performance Standard that 100% of people who are able to access and utilize public transit will do so.	100% of people who are able to access and utilize public transit do so (yes/no)

Policy Area	Policy	Standard/Measure (if applicable)
Contract Monitoring	As part of the CTC's contract compliance review process, the CTC shall provide written results of the annual site visit to each transportation provider. Additionally, these results shall be provided to the LCB.	Written results of annual review to provider (yes/no)
Pick-Up Window	Vehicles may arrive up to 30 minutes after the scheduled pick-up time. Pick-up times will be negotiated up to one hour before or after the pick-up time requested by the client.	Pick up window up to 30 minutes after schedule time (yes/no)
On-Time Performance Standard	The On-Time Performance Standard is in Appendix G. Compliance with these standards at or above 95% of the time shall be considered satisfactory.	On-time at or above 95% of the time (yes/no)
Advance Reservation	A minimum two day advance notification time is required to obtain traditional TD door-to-door services.	N/A
Customer Call Hold Time	95% of all ride-scheduling callers will remain on hold for no longer than one minute. No one shall be placed on hold for over three minutes.	95% of ride-scheduling callers on hold for no longer than one minute (yes/no) No one on hold for over three minutes (yes/no)
Complaints Standard	The CTC shall be responsible for receiving and ensuring resolution of complaints. The number of complaints received should be less than 0.5% of all trips provided. Unresolved complaints shall go through the grievance procedure established by the LCB (Appendix H).	Complaint on less than 0.5% of all trips (yes/no)
Local Crash Standard	The CTC has established a local crash standard of no more than ten crashes per 100,000 vehicle miles	No more than ten crashes per 100,000 vehicle miles (yes/no)
Local Roadcall Standard	The CTC has established a roadcall performance standard of no more than 1,500 roadcalls per year	No more than 1,500 roadcalls per year (yes/no)
CPR/First Aid Requirements	The CTC requires that drivers for transportation providers and operators maintain current CPR/First Aid certification. Copies of the current CPR and First Aid certification cards shall be kept in each driver's file.	Copies of current CPR and First Aid certification cards for all drivers, kept in each driver's file (yes/no)
Accessible Materials	Materials provided to the public by shall also be provided upon request in an accessible format in accordance with Title II of the Americans with Disabilities Act.	N/A

In compliance with Rule 41-2 Florida Administrative Code, pertaining to performance and operational standards, the Pinellas County CTC has established the policies and standards set below.

Local Complaint & Grievance Procedures/Process

The complaint and grievance process will be conducted in accordance with state regulations and the Memorandum of Agreement between PSTA and the Commission for the Transportation Disadvantaged (CTD). All TD Program complaints received by the CTC are registered and require the call-taker to document the nature of the complaint on a standard form. The complaint is either addressed immediately if possible or researched further. The LCB shall receive updates on complaints and commendations.

If the complaint is not able to be resolved to the satisfaction of the customer through contact with PSTA or the CTD Ombudsman Program, the formal grievance process may be initiated following the established grievance procedures (available in Appendix H). The grievance procedures are reviewed and approved annually by the LCB.

CTC Monitoring of Contracted Operators/Coordinated System

PSTA, as the CTC, annually reviews contracted operators and coordination contractors. As part of this review, the CTC reviews files provided by the operator/contractor for required driver and insurance coverage information, vehicle maintenance and audit records, and the availability of a SSSP.

In addition to the annual review, the CTC conducts random field reviews of ride-scheduling services and vehicle inspections.

All the review information is documented in the forms provided in Appendix I. These forms are kept on file in the CTC's office and the transportation provider receives a copy of the form for their records. Review information is shared with the LCB.

As part of the annual evaluation of the CTC, information from the provider, operators and coordination contracts may be reviewed. Surveys of riders may also be conducted at that time.

Coordination Contract Evaluation Criteria

To enter into a coordinated contractor agreement with the CTC, participating agencies must agree to comply with the coordinated transportation operator and/or contractor provisions contained in Chapter 427 Florida Statutes, and Rule 41-2, Florida Administrative Code. These provisions include the following:

- A minimum vehicle liability insurance requirement of ~~\$100,000~~ \$200,000 per person and ~~\$200,000~~ \$300,000 per incident;
- Development of a SSPP;
- Reporting requirements that include, but are not limited to the following:
 - A brief description of the overall agency function and transportation program;
 - The expected amount of funds to be used for transportation and per trip or unit cost;
 - The estimated number of one-way trips to be provided; and
 - Other information as required by the CTC to complete its Annual Operating Report

Agencies working with the CTC through coordination contracts are evaluated regularly to verifying whether they are providing trips in the most effective and efficient manner. The CTC receives an

annual operating report with information on the services provided, such as the number of clients and cost of the trips.

B. COST/REVENUE ALLOCATION AND RATE STRUCTURE JUSTIFICATION

The cost and revenue allocation method for coordinated transportation services, including the different types of trips and modes, takes into account the overall structure of the Coordinated System and how services are provided. The current ambulatory and non-ambulatory provider rates were set through a competitive RFP process using service criteria established by PSTA. Co-payments for TD Program trips go directly to the provider and are considered part of the total trip cost; however, they are not shown in the reimbursement rates table.

Each year, the LCB reviews and approves a rate model, available in Appendix J. This model, which is provided by the Commission for the Transportation Disadvantaged and completed by the CTC, lists the rates at which the CTC and operators are reimbursed for TD Trips.

Table 9. Costs and Rates

Type of Service Provided	Unit	CTD Reimbursement Rate	Actual Cost per Unit	Customer Co-Payment
Ambulatory	Trip	\$20.60 20.40	*	\$3.00
Wheelchair	Trip	\$35.32 34.97	*	\$3.00
Group	Trip	\$10.63 10.42	**	(paid by agency)
31- Day Bus Pass	Pass		\$70.00	\$11.00
10-Day Bus Pass***	Pass		\$45.00	\$5.00

*Per PSTA agreement with operator

**Varies by group trip operator

***The 10-Day pass can be purchased from PSTA or it may be provided by Pinellas County Human Services which has an agreement with PSTA. If provided by Pinellas County Human Services, an individual can upgrade to the 31-day pass by paying the \$6 difference between the regular 10-Day and 31-Day copayments.

Note: The 2017/18 Mobility Enhancement grant-funded TD Late Shift Program has a co-payment of \$9 per month beginning in January 2018.

III. QUALITY ASSURANCE

A quality assurance review of PSTA is conducted annually. The review evaluates how well PSTA is following the guidelines set forth by the CTD in the quality assurance manual. This includes a review of PSTA's services; surveys of TD customers, purchasing agencies and transportation operators; and recommendations on potential changes for the next year. Whenever possible, a subcommittee of the LCB works with the Planning Agency on the initial review, a comprehensive review is then presented to the entire LCB and the recommendations are then presented to the Planning Agency Board (Forward Pinellas). Follow up regarding any concerns or outstanding issues is presented at the LCB meeting following the presentation and review of PSTA in their role as the CTC.

Table of Appendices

- A. Operators & Coordination Contractors
- B. Regional Mobility Needs Assessment
- C. Survey Results
- D. Trip Prioritization
- E. No Show Policy
- F. Vehicle Inventory
- G. On Time Performance Standards
- H. Grievance Procedures
- I. Operator/Coordination Contractor Review Forms
- J. Rate Model

These pages are available on the Forward Pinellas website: <http://forwardpinellas.org>

10. Other Business

SUMMARY

A. Tri-County Transportation Disadvantaged Subcommittee

Staff will provide an update on the TC TD subcommittee.

B. Federal Transit Administration Section 5310 Grant Update

The Florida Department of Transportation (FDOT) administers the Section 5310 Grant and will provide a brief update on the local funding application process.

C. Community Transportation Coordinator (CTC) Update

PSTA will provide an update on recent activities.

D. Commission for the Transportation Disadvantaged (CTD) Update

An update on the CTD will be provided at the meeting, including the UZURV Pilot Project.

E. Other

ATTACHMENT(S): None

11. Informational Items

SUMMARY

A. Trip/Expenditure Reports

The trip/expenditure reports are attached.

B. Complaints and Commendations

One complaint was received regarding taxi service for the TD Late Shift. On April 21st and 24th there were two complaints from the same person regarding their reduced fare bus pass becoming so worn every month from frequent use that it becomes unreadable.

No commendations were received.

ATTACHMENT(S): Trip/Expenditure Reports
Complaints

TD REIMBURSEMENT REQUESTS 2017/2018										
	NCN	PARC	ARC-TB	LIGHTHOUSE	BROKERED*	TOTAL AMT SPENT	AMT INVOICED CTD	MONTHLY DIFFERENCE	CUMULATIVE BALANCE	
START	\$404,375.00	\$142,040.00	\$142,040.00	\$4,845.00	\$1,755,538.08	\$2,448,838.08				
JULY	\$35,947.69	\$23,207.53	\$11,836.66	\$367.20	\$335,576.03	\$406,935.11	\$274,124.00	-\$132,811.11	-\$132,811.11	
BALANCE	\$368,427.31	\$118,832.47	\$130,203.34	\$4,477.80	\$1,419,962.05	\$2,041,902.97				
AUGUST	\$19,393.66	\$21,055.54	\$11,836.66	\$897.60	\$353,836.19	\$407,019.65	\$273,828.00	-\$133,191.65	-\$266,002.76	
BALANCE	\$349,033.65	\$97,776.93	\$118,366.68	\$3,580.20	\$1,066,125.86	\$1,634,883.32				
SEPTEMBER	\$19,364.73	\$18,796.68	\$11,836.66	\$938.40	\$344,803.27	\$395,739.74	\$273,828.00	-\$121,911.74	-\$387,914.50	
BALANCE	\$329,668.92	\$78,980.25	\$106,530.02	\$2,641.80	\$721,322.59	\$1,239,143.58				
OCTOBER	\$19,304.23	\$23,198.26	\$11,836.66	\$612.00	\$367,320.91	\$422,272.06	\$273,828.00	-\$148,444.06	-\$536,358.56	
BALANCE	\$310,364.69	\$55,781.99	\$94,693.36	\$2,029.80	\$354,001.68	\$816,871.52				
NOVEMBER	\$17,336.69	\$14,828.64	\$13,083.33	\$367.20	\$352,887.27	\$398,503.13	\$273,828.00	-\$124,675.13	-\$661,033.69	
BALANCE	\$293,028.00	\$40,953.35	\$81,610.03	\$1,662.60	\$1,114.41	\$418,368.39				
DECEMBER	\$17,159.69	\$14,388.90	\$13,083.33	\$367.20	\$346,954.66	\$391,953.78	\$273,828.00	-\$118,125.78	-\$779,159.47	
BALANCE	\$275,868.31	\$26,564.45	\$68,526.70	\$1,295.40	-\$345,840.25	\$26,414.61				
JANUARY	\$33,972.95	\$16,893.76	\$13,083.33	\$163.20	\$349,731.18	\$413,844.42	\$273,828.00	-\$140,016.42	-\$919,175.89	
BALANCE	\$241,895.36	\$9,670.69	\$55,443.37	\$1,132.20	\$574,693.69	-\$387,429.81				
FEBRUARY	\$29,889.31	\$17,482.67	\$13,083.33	\$367.20	\$335,888.35	\$396,710.86	\$273,828.00	-\$122,882.86	-\$1,042,058.75	
BALANCE	\$212,006.05	-\$7,811.98	\$42,360.04	\$765.00	\$238,805.34	-\$784,140.67				
MARCH						\$0.00	\$273,828.00	\$273,828.00	-\$768,230.75	
BALANCE	\$212,006.05	-\$7,811.98	\$42,360.04	\$765.00	\$238,805.34	-\$784,140.67				
APRIL						\$0.00	\$273,828.00	\$273,828.00	-\$494,402.75	
BALANCE	\$212,006.05	-\$7,811.98	\$42,360.04	\$765.00	\$238,805.34	-\$784,140.67				
MAY						\$0.00	\$273,828.00	\$273,828.00	-\$220,574.75	
BALANCE	\$212,006.05	-\$7,811.98	\$42,360.04	\$765.00	\$169,338.80	-\$784,140.67				
JUNE						\$0.00	\$273,828.00	\$273,828.00	\$53,253.25	
BALANCE	\$212,006.05	-\$7,811.98	\$42,360.04	\$765.00	\$169,338.80	-\$784,140.67				
END						0				
							\$3,286,232.00			
	\$192,368.95	\$149,851.98	\$99,679.96	\$4,080.00	\$2,786,997.86	\$3,232,978.75				

Local Coordinating Board – May 21, 2019

12. Public Comment



SUMMARY

This is an opportunity for any member of the public to address the board on issues related to the Transportation Disadvantaged Program. Speakers are requested to limit their comments to no more than five minutes.