

Florida Commission for the



Transportation Disadvantaged

PROGRAM MANUAL

FOR THE

TRIP & EQUIPMENT GRANT

FOR NON-SPONSORED TRIPS

AND/OR

CAPITAL EQUIPMENT

Issued By:

FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED

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INTRODUCTION

This manual contains information regarding the Transportation Disadvantaged Non-Sponsored Trip/Equipment Grant Program administered by the Florida Commission for the Transportation Disadvantaged (CTD). Its purpose is to provide program guidance to Community Transportation Coordinators (CTCs) when planning, and implementing non-sponsored transportation disadvantaged services and purchasing equipment under this program. The use of funding under this program is covered in detail within this manual.

The Transportation Disadvantaged Trust Fund is administered by the Commission, pursuant to Section 427.0159, Florida Statutes. The purpose of the Transportation Disadvantaged Trust Fund is to provide a dedicated funding source for the operational and planning expenses of the Commission in carrying out its legislative responsibilities, and to provide transportation opportunities for non-sponsored transportation disadvantaged citizens. One initiative by which the Commission provides non-sponsored opportunities is the Transportation Disadvantaged Trip/Equipment Grant Program, which this manual concerns. The purpose of this grant is specifically to provide opportunities for non-sponsored transportation disadvantaged citizens to obtain access to transportation for daily living needs when they are not sponsored for that need by any other available federal, state or local funding source.

This manual is divided into three parts: Program Requirements, Grant Agreement Instructions, and Contracting Information Forms. For the purpose of clarifying terms, the contract sent for execution to eligible recipients is known as the "grant agreement".

PART I TRIP/EQUIPMENT GRANT PROGRAM REQUIREMENTS

This part of the manual contains requirements of the trip/equipment grant program.

1. PROJECT ELIGIBILITY

A. Eligible Expenditures

The grant funds allocated from the Transportation Disadvantaged Trust Fund are for the specific purpose of purchasing passenger trips for non-sponsored transportation disadvantaged individuals, or for equipment to be utilized by a CTC. The trip/equipment grant funds are to be expended and utilized in accordance with Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, the grant agreement, and this grant manual.

Most specifically, the legislation requires the non-sponsored dollars be used to purchase transportation of last resort per Section 427.0159(3), Florida Statutes (1999). The grant funds are not to be used as a system subsidy to cover other operating costs or deficits. Grant funds may be used only for non-sponsored transportation trips and

capital equipment and shall be applied only after all other potential funding sources have been used and eliminated. Recipients may not use grant funds to supplant or replace funding of transportation disadvantaged services that are currently funded to a recipient by any federal, state, or local governmental agency. This is a reimbursement type grant, which means recipients must provide or procure the service/equipment before invoicing the Commission for reimbursement. The CTC must provide supporting documentation for reimbursement identifying the specific trips designated as eligible for the Transportation Disadvantaged Trust Fund. The Grantee shall provide sufficient detailed documentation for each cost or claim for reimbursement to allow an audit trail to ensure that the services rendered or costs incurred were to those that were provided. The documentation must be sufficiently detailed to comply with the laws and policies of the Department of Financial Services.

In addition to other restrictions set out in this Trip and Equipment Grant Program Manual, the Grantee must also adhere to the following limitations on the use of Transportation Disadvantaged Trust Funds. A Grantee in a non-multi-county designated service area, may not borrow, loan or otherwise transfer Transportation Disadvantaged Trust Funds from one designated service area to another without the express written approval of the Commission. If you want this flexibility, you should pursue the designated planning agency(s) recommendation of a multi-county service area.

The following is a detailed description of the two areas for which these grant funds may be utilized.

(1) **Non-sponsored trips:** A non-sponsored trip is a one-way trip for an individual who meets the definition of transportation disadvantaged, and is not subsidized by any funds which originate from any other federal, state, or local government program. These trips can be provided by van, bus, rail, or other conveyance, either publicly or privately owned, and such trip is arranged by the CTC.

The Legislature, which has appropriated the Transportation Disadvantaged Trust Fund dollars, expects each CTC with guidance from the local Coordinating Board (LCB) to establish trip priorities among the many demands placed upon each local system. The CTC will document their trip priorities in the locally developed Transportation Disadvantaged Service Plan (TDSP). The purpose of these trips can be for health care, shopping, education, employment, recreation, or other life sustaining activities for non-sponsored transportation disadvantaged individuals.

Trips purchased by this grant shall be provided in a fair and equitable manner which does not intentionally exclude any non-sponsored transportation disadvantaged individual, except possibly by reasons pertaining to the provision of cost effective, efficient, unfragmented, or unduplicated services and in accordance with other prioritization criteria identified in the Transportation Disadvantaged Service Plan (TDSP) approved by the LCB. An eligible non-sponsored trip is one that originates or ends in the CTC's service area. Commission funds for non-sponsored trips shall be expended through a CTC that is operating under a current Memorandum of Agreement (MOA),

and will be expended at the fare structure contained in the approved Transportation Disadvantaged Service Plan for the particular type or mode of service. The lack of an executed MOA and approved Transportation Disadvantaged Service Plan will prevent the expenditure of any of these non-sponsored trip/equipment funds unless otherwise approved in writing by the Commission or the Commission's Designee. Money from the voluntary dollar contribution generated from the annual vehicle registration forms can only be used to purchase non-sponsored trips.

(2) **Capital Equipment:** Capital equipment is any equipment used to maintain or provide improved or expanded transportation services to the transportation disadvantaged and is utilized within the CTCs coordinated system. The LCB shall review and approve of any grant that includes the purchase of capital equipment. All capital equipment purchases made with Transportation Disadvantaged Trust Fund money must be approved by the Commission (CTD). The CTC may allocate up to 25 percent of the total project budget for capital expenditures excluding voluntary dollar contributions. Money from the voluntary dollar contribution generated from the annual vehicle registration forms cannot be used to purchase capital equipment. Capital equipment does not include the acquisition, construction, or improvement of facilities. If the Grantee wishes to purchase or otherwise acquire vehicles or other equipment after the date of this Agreement, the Grantee will first obtain written approval of such acquisition from the Commission and then execute an amended Exhibit "A." Eligible capital equipment may include, but is not limited to:

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

Minimum Specifications:

Equipment purchased will meet or exceed any applicable Commission accepted minimum specifications. The Commission accepts any specifications by any local, state, or federal government department.

In accordance with the Americans with Disabilities Act, all vehicles purchased through this grant, which are to be utilized on a fixed route/fixed schedule service, must be lift equipped. Recipients who intend to utilize project vehicles for demand response services shall certify that their demand response service offered to individuals with

disabilities, including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities.

All vehicles purchased with Transportation Disadvantaged Funds shall be titled to the applying agency with a lien to the Florida Commission for the Transportation Disadvantaged. Equipment purchased with this grant shall be for exclusive use by the CTC and shall not be leased or assigned for operational responsibility to third parties, unless approved in writing by the Commission. The Commission may, after consultation with the Grantee and LCB, transfer all equipment purchased under this grant at such time that it deems the equipment to be underutilized or that it is not being operated for its intended purpose. The Grantee may only purchase vehicles with Transportation Disadvantaged Trust Funds that the Grantee actually uses to transport eligible transportation disadvantaged passengers in the coordinated system. The Commission shall retain a majority of the interest in all capital equipment until the useful life of such equipment has been expended. At that time, the grantee may dispose of such equipment with the written permission of the Commission in accordance with the Commission's Capital Equipment Procedures.

Recipients are required to insure vehicles in accordance with requirements of Chapter 427, F.S. Each vehicle or other capital equipment purchase must be covered for liability, collision or other property loss insurance. The Commission must be made an additional insured for liability policies and the loss payee for collision or property insurance coverage.

Maintenance Management:

Prescribed inspection schedules, published by the equipment manufacturer(s), shall be adhered to and appropriately documented to protect the equipment warranties. Preventative maintenance inspection checklists, work (or repair) order which adequately record labor actions, parts replaced, consumables added and any sub-contracted repairs are considered essential records for documentation. Eligible recipient will be responsible for maintenance of software.

Useful Life Standards, vehicle definitions, leasing or transfer or disposal of equipment is addressed in the CTD's Capital Equipment Policies & Procedures dated 5/19/1999.

B. Eligible Service Areas

This is the area as defined in the Memorandum of Agreement and Transportation Disadvantaged Service Plan. As long as the non-sponsored trip is arranged by the CTC and originates or ends within the defined service area, it is an eligible trip.

C. Eligible Recipients

For this grant cycle an eligible recipient is any current Commission approved CTC who has an executed MOA and Transportation Disadvantaged Service Plan unless otherwise approved by the Commission or the Commission's Designee.

2. LOCAL MATCH REQUIREMENT

This trip/equipment grant program requires a local match. In defining local match, Rule 41-2.014(3), Florida Administrative Code, requires that eligible grant recipients must provide at least 10 percent of the total project cost as the local share. The 10 percent match for the grant funding allocation must be cash generated from local sources; no state or federal government revenues are acceptable as local match. A 10 percent match is required for the money from the voluntary dollar contribution generated from the annual vehicle registration forms. However, the 10 percent match for the voluntary dollar contributions must be in-kind match. All matches for the grant allocations and the voluntary dollars must be documented, reasonable, necessary, and related to this project.

Examples of cash generated from local sources include local appropriations, dedicated tax revenues, private donations; net income generated from advertising and concessions, contract revenues, and farebox revenues. No federal or state revenues are acceptable as local generated cash.

The following is a list of in-kind match for the voluntary dollar that is acceptable to the Commission provided the value of each is documented, reasonable and necessary for the arrangement or provision of transportation disadvantaged services:

- a. non-cash donations
- b. volunteered services
- c. salaries and fringe benefits

Any service provided with State or Federal government revenues is not accepted as in-kind match.

FUNDING PARTICIPATION FORMULA

Allocation for Non-sponsored Trips and Capital Equipment

Federal	0%
State	90%
Local match	<u>10%</u>
	100%

Voluntary dollar contribution for Non-sponsored Trips

Federal	0%
State	90%
Local in-kind match	<u>10%</u>
	100%

3. TRUST FUND ALLOCATION

Contact the office of the CTD for each service area's anticipated eligible allocation, contingent on appropriations by the Legislature.

4. **UNOBLIGATED ALLOCATIONS**

Trip/Equipment funds initially allocated to CTCs for which a grant contract request has not been received by **October 1st of the respective year** will no longer be available to that service area, unless otherwise approved by the Commission or its designee. Money from the voluntary dollar contributions generated from the annual vehicle registration forms can only be requested at the time of initial grant agreement execution unless otherwise approved by the Executive Director.

5. **TRANSFER OF PLANNING ALLOCATION**

Transportation Disadvantaged Trust Funds allocated for planning grants to Designated Official Planning Agencies or Metropolitan Planning Organizations, that are not needed and are not obligated by a grant agreement, may be included in the respective CTC's non-sponsored trip/equipment grant contract. Prior to executing your non-sponsored trip and equipment contract, contact your Designated Official Planning Agency or Metropolitan Planning Organization to determine if there is any unneeded planning allocation. If so, you may use the unneeded portion of the planning grant allocation in the trip and equipment grant contract, provided the local match is available. These arrangements are expected to occur prior to the execution of either grant agreement within the same grant cycle, and requires documentation by both parties to the Commission related to the desired transfer and use of any planning allocation.

6. **GRANT APPROVAL**

All grant contracts are subject to approval by the Commission or its designee. Once documentation of capital equipment needs, rate model calculation spreadsheets, fixed route service rates, and other information is confirmed, a grant agreement will be forwarded to the recipient for execution.

Costs incurred prior to grant agreement execution cannot be charged to the project, nor will the Commission give retroactive grant agreement execution. Costs incurred by a recipient to prepare and file this agreement are not eligible project costs for this project.

A grant agreement must be executed promptly in accordance with its accompanying instructions upon grant contract receipt. The grantee should advise the Commission immediately if the grant agreement cannot be executed within 90 days after receipt of the agreement.

Invoices for Transportation Disadvantaged Trust Funds will not be honored until the grant agreement has been executed by both the Commission and the grantee, and is on file at the Commission office. Additionally, required invoice summary forms must be used.

7. PROGRAM MANAGEMENT

General: Grantees must administer grants following the guidelines and procedures identified in the Federal Common Grant Rule except where specifically stated otherwise. This document contains information concerning audits, allowable costs, accounting procedures, records retention, cost allocation plans, and other financial management requirements.

Third party contracts: Third party contracts are contracts between a grantee and any subgrantee, or pass-through funding recipient, consultants, or others in the private sector for work needed to carry out a project. Unless otherwise authorized in writing by the Commission, the Grantee may not execute any contract or obligate itself in any manner requiring the disbursement of Transportation Disadvantaged Trust Fund money, including transportation operator and consultant contracts or amendments thereto, with any third party with respect to the project without being able to provide a written certification (upon the Commission's request) by the Grantee that the contract or obligation was executed in accordance with the competitive procurement requirements of Chapter 287, Florida Statutes, Chapter 427, Florida Statutes, and the rules promulgated by the Department of Management Services. The procurement, execution, audit, and closing of third-party contracts are basic grantee responsibilities and must be carried out using the same guidelines and procedures as described in Chapter 287, Florida Statutes. Inter-agency agreements or contracts passing through grant funds to other public bodies (including public transit operators) or transportation operators as defined in Chapter 427, Florida Statutes, are not third-party contracts. However, the pass-through recipient must comply with Chapter 287, Florida Statutes, if it enters into any subsequent third-party contract using Transportation Disadvantaged Trust Funds.

Furthermore, the State of Florida has determined that public contracts must be awarded in a fair and open manner, free from collusion and unfair influence. Therefore, the Commission, as with other state agencies, has adopted Prohibited Interests provisions in Article 13.0 of the grant agreement that must be strictly followed by the grant recipient.

Audits/Monitoring

The administration of resources awarded by the Commission may be subject to audits and/or monitoring by the Commission, as described in this section.

Monitoring

In addition to reviews of audits conducted in accordance with Section 215.97, F.S., as revised (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Commission staff. The recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Commission. In

the event the Commission determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Commission staff regarding such audit. The CTC further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Transportation's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

Audits

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Commission, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. The Recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Other Audit Requirements

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

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

Audit Reporting Requirements

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

Project Manager
Florida Commission for the Transportation Disadvantaged
605 Suwannee Street, MS 49
Tallahassee, Florida 32399-0450
And

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

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

Project Manager
Florida Commission for the Transportation Disadvantaged
605 Suwannee Street, MS 49
Tallahassee, Florida 32399-0450

Record Retention

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

Reporting: The law provides that each LCB annually evaluates the performance of the Grantee using evaluation criteria approved by the Commission. The Grantee must fully cooperate with the LCB in the performance of its duties. The Grantee shall submit to the LCB such data, reports, records, contracts, certifications and other financial or operational documents or products relating to the Project as provided by law, rule or under this agreement. Failure by the Grantee to cooperate, or to provide such documents or other products to the LCB may, at the Commission's discretion, result in permissible sanctions against the Grantee, including termination.

Invoicing: Invoices for goods or services or expenses provided or incurred pursuant to the grant agreement must be submitted in detail sufficient for a proper preaudit and postaudit thereof. Failure to submit to the Commission detailed supporting documentation with the invoice or request for project funds will be cause for the Commission to refuse to pay the amount claimed by the Grantee until the Commission is satisfied that the criteria set out in Chapters 287 and 427, Florida Statutes and Rules 3A-24, 41-2, and 60A-1, Florida Administrative Code is met. Keep in mind that the Commission's invoicing procedures require invoicing at least once every two months. Additionally, required invoicing forms must be used. Invoices may not be reimbursed at an amount which is greater than the cumulative cash-flow schedule to date, according to the grant agreement cash flow plan.

Capital Equipment Invoice support documentation:

Support documentation must accompany any invoice submitted to the Commission for equipment purchased with Trust Funds. This documentation includes at least:

1. Copy of invoice from vendor that provides serial number of equipment or vehicle identification number;
2. Copy of Application for Title indicating the Commission as Lien Holder for vehicle purchases;
3. Information providing the physical location of capital equipment and contact person.

Reimbursements: In order to obtain any Transportation Disadvantaged Trust Funds, the grant recipient must file with the Commission a requisition form as prescribed by the Commission and such other detailed supporting documentation pertaining to the project account and the project as the Commission may require, to justify and support the payment requisition as prescribed in Article 7.0 and Exhibit "C" of the grant agreement. The documentation will include information relating to the date the Grantee incurred project costs for services or equipment, a statement from the Grantee certifying that the Grantee has acquired the property or services in compliance with the competitive procurement, documentation of the actual consideration paid for the property, and an attestation from the Grantee that the Grantee has complied with the provisions of the Grant Agreement.

Capital Equipment Management

Vendors and Subcontractors Rights: The Grantee providing goods and services to the Commission will receive payments in accordance with Section 215.422, Florida Statutes. The parties hereto acknowledge Section 215.422, Florida Statutes, and hereby agree that the time

in which the Commission is required to approve and inspect goods and services shall be for a period not to exceed eleven (11) working days upon receipt of a proper invoice. The Florida Department of Transportation has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. Payment by the Grantee to all vendors with approved third party contracts shall be in compliance with Section 287.0585, Florida Statutes. Each third party contract from the Grantee to a vendor for services to be performed in whole or in part with Transportation Disadvantaged Trust Fund money, must contain the following statement: When a contractor receives from a state agency any payment for contractual services, commodities, supplies, or construction contracts, except those construction contracts subject to the provisions of chapter 339, the contractor shall pay such money 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.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the Commission. The Vendor Ombudsman may be contacted at (850) 413-5516 or toll free (877) 693-5236.

PART II

GRANT AGREEMENT INSTRUCTIONS

GENERAL INSTRUCTIONS

This part presents instructions in preparing for the execution of the grant agreement. To be considered you must contact your CTD Project Manager and provide or update certain information as addressed later in this part.

NOTE: Please remember it is the CTC's responsibility to contact their CTD Project Manager and provide related information necessary to prepare the grant agreement, and have it executed in a timely manner. Local Coordinating Board review is not required unless you are requesting capital equipment as part of the total project budget.

A. Although specific instructions on the preparation of the grant agreement are provided, additional assistance may be obtained by contacting your area Project Manager for the Commission at (850) 410-5700.

B. If you are an existing CTC, notify your area Project Manager if there are any organizational information, address, or Federal ID number changes from your last grant cycle. You can review the attached form titled Non-Sponsored Trip & Equipment Grant Information Form to see what kind of information we are looking to update. If you are a first time grant recipient, you should complete the form and provide it to your Project Manager.

C. If you are requesting any equipment in this grant cycle, you will need to complete the attached Non-Sponsored Trip & Equipment Grant Information Form and have your equipment request reviewed and approved by your Local Coordinating Board. A copy of the form will need to be submitted with your LCB chair's signature.

D. Your grant agreement must contain the rates that will be charged for the services you intend to purchase. Except for rates from fixed route providers, you must provide an updated Rate Model Calculation Spreadsheet to support the rates you are intending to charge for the Non-sponsored services. The rate model spreadsheet is required to be reviewed and approved by your LCB. Non-sponsored trip & equipment contract will not be prepared without an LCB approved rate. Procedurally we ask that your rate model spreadsheet be submitted for review and approval to your CTD Project Manager before it is submitted to your LCB. We can proceed with preparing your grant agreement as long as your rate model has at least been approved by your CTD project manager. Be advised, in most cases, your grant agreement is not likely to be executed containing any service rates that have not been approved by your LCB. Therefore, it is important that your LCB review and approve your rate model calculation spreadsheet well in advance of contract execution. If not, your grant agreement and the subsequent use of the funds may be delayed. Make sure you have coordinated this matter with your planning agency staff for inclusion in the LCB meetings. Although the rate model can be reviewed and approved by itself, it is customarily done as part of the annual TDSP update.

- E. Once your CTD Project Manager knows what your equipment requests are and what your rates will be, a grant agreement will be drafted and sent to you via email for execution.
- F. Upon receipt of the grant agreement, print out, execute and mail two (2) original signature copies of the grant agreement to the:

**Commission for the Transportation Disadvantaged
605 Suwannee Street, Mail Station 49
Tallahassee, Florida 32399-0450**

Note: Binders are unnecessary and will be discarded in the processing of the grant.

- G. Be sure all certificates, letters, forms, assurances, resolutions, and other documents included in the grant agreement have original signatures or be certified copies. A resolution by your governing body addressing the authority to enter into the grant agreement is mandatory. Make sure it accompanies your executed grant agreement.

H. **TIMETABLE**

- MARCH 1** Final date to advise Commission staff of Planning Agency fund transfers.
- APRIL 1** Deadline to receive grant agreement intentions. Meeting this deadline will help to ensure that grant agreements are provided in time to present to appropriate Boards. This deadline can be changed to accommodate later scheduled Board meetings, if necessary.
- JULY 1** Earliest month that grant agreements can be effective for these grant funds. The Commission's fiscal year begins on July 1st each year. Contracts not executed prior to July 1 will begin on the date of execution.
- JUNE 30** All Grant Agreements will terminate on June 30th THE FOLLOWING YEAR.

TRANSPORTATION DISADVANTAGED NON-SPONSORED TRIP & EQUIPMENT GRANT INFORMATION FORM INSTRUCTIONS

Except for the following notes, the subject information form is essentially self-explanatory. If questions arise, please contact the Commission.

GRANT RECIPIENT LEGAL NAME: The full legal name of the grant recipient's organization, not an individual. Name must match the Federal ID number and the information that is registered with MyFloridaMarketPlace.

FEDERAL IDENTIFICATION NUMBER: The number used by all employers within the United States to identify their payroll and federal income tax. Name must match Federal ID number and the information that is registered with MyFloridaMarketPlace.

REGISTERED ADDRESS: This should be the grant recipient's mailing address as registered in MyFloridaMarketPlace and will be the address on the grant agreement. This address shall also be consistent with the address associated with your Federal Employer Identification (FEI) Number. **The grant recipient shall notify the Commission and MyFloridaMarketPlace when an address change occurs.**

PHONE NUMBERS AND E-MAIL ADDRESS: To facilitate faster communications, the grant recipient should also include telephone, fax numbers and any e-mail addresses used by the grant recipient. Inclusion of an e-mail address is **mandatory** for receipt of the grant agreement.

PROJECT LOCATION: This is the service area [county(ies)] that the recipient operates in, as identified in the Memorandum of Agreement and the Transportation Disadvantaged Service Plan. CTCs who serve several different service areas should complete separate forms for each county.

PROPOSED PROJECT START DATE: The start date shall be July 1 each state fiscal cycle or date of grant agreement execution if later than July 1.

ANTICIPATED CAPITAL EQUIPMENT REQUEST: **LCB review is only required if the CTC is using project funds for capital equipment.** CTCs who serve several different service areas will need to submit a certification by **each** LCB. This can be submitted on separate pages utilizing the same language used in the section titled "Only Required if Capital Equipment is Purchased" of the Transportation Disadvantaged Non-Sponsored Grant Information Form.

REQUESTING PLANNING GRANT MONEY

Transportation Disadvantaged Trust Funds allocated for planning grants to Designated Official Planning Agencies or Metropolitan Planning Organizations, that are not needed and are not obligated by a grant agreement, may be included in the respective CTC's non-sponsored trip/equipment grant agreement. Prior to contacting your CTD Project Manager about your

grant agreement information, contact your Designated Official Planning Agency or Metropolitan Planning Organization to determine if there is any unneeded planning allocation. If so, you may include the unneeded portion of the planning grant allocation in this grant, provided the local match is available. These arrangements are expected to occur prior to the execution of either grant agreement within the same grant cycle. Formal notification regarding the transfer and acceptance of planning funds is required by both the CTC and the Planning Agency.

Service Rates

Recipients should provide Fixed Route Bus Pass and Fixed Route Bus Ticket costs if grants funds will be used to purchase these types of transportation services.

AUTHORIZING RESOLUTION INSTRUCTIONS

A resolution authorizing an individual and/or position to sign the agreement and subsequent agreements, invoices, assurances, etc., must be completed by the grant recipient's board of directors. A sample resolution is provided for your consideration. It is not required that you use the sample resolution, as long as similar basic information is provided. The resolution must include original signatures and must be attested to and sealed (corporate or notary seal) by a corporate officer. Remember that the resolution can be good for an extended period or for multiple contracts if worded accordingly.

PART III

CONTRACTING INFORMATION FORMS

Transportation Disadvantaged Non-Sponsored Trip & Equipment Grant Information Form

GRANT RECIPIENT LEGAL NAME: _____

FEDERAL IDENTIFICATION NUMBER: _____

REGISTERED ADDRESS: _____

CITY AND STATE: _____ ZIP CODE: _____

CONTACT PERSON FOR THIS GRANT: _____

PHONE NUMBER: _____ FAX NUMBER: _____

(REQUIRED) E-MAIL ADDRESS: _____

PROJECT LOCATION [County(ies)]: _____

PROPOSED PROJECT START DATE: _____

PLANNING FUNDS TRANSFERRED FROM PLANNING AGENCY	\$	
GRANT AMOUNT - STATE ALLOCATION (90%)	\$	
GRANT AMOUNT - LOCAL MATCH (10%)	\$	
VOLUNTARY DOLLAR AMOUNT	\$	
LOCAL MATCH FOR VOLUNTARY DOLLARS (IN KIND)	\$	
TOTAL PROJECT AMOUNT	\$	

ANTICIPATED CAPITAL EQUIPMENT REQUEST

<u>Equipment</u>	<u>\$ Amount</u>

Only Required If Capital Equipment is Purchased:

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

Local Coordinating Board Chairperson's Signature

I, _____, as the authorized Grant Recipient Representative, hereby certify that the information contained in these forms is true and accurate and is submitted in accordance with the instructions.

Grant Recipient Representative (Signature)

Date

FORM TO REQUEST PLANNING GRANT MONEY

IF YOU PLAN TO USE PLANNING AGENCY MONEY DURING THIS GRANT CYCLE, PLEASE COMPLETE THE FOLLOWING FORM AND SUBMIT TO THE COMMISSION NO LATER THAN MARCH 1.

Date: _____

To: Commission for the Transportation Disadvantaged
Attention: Project Manager
Fax #: 850-410-5751 or 850-410-5752

From: _____

Phone Number: _____

CTC: _____

County: _____

Only One County Per Form

PLANNING FUND ALLOCATION TRANSFERRED TO TRIP & EQUIPMENT GRANT
(Funds must have 10% local match)

State \$ _____

Local \$ _____

Return no later than March 1st, to use these funds this grant cycle.

SAMPLE AUTHORIZING RESOLUTION

A RESOLUTION of the BOARD OF DIRECTORS of the _____
(Recipient), hereinafter BOARD, hereby authorizes the execution of a Transportation Disadvantaged
Trust Fund Grant Agreement with the Florida Commission for the Transportation Disadvantaged.

WHEREAS, this BOARD is eligible to receive a Transportation Disadvantaged Trust Fund
Grant and to undertake a transportation disadvantaged service project as authorized by Section
427.0159, Florida Statutes, and Rule 41-2, Florida Administrative Code.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD THAT:

1. The BOARD has the authority to enter into this grant agreement.
2. The BOARD authorizes _____
to execute the grant agreement on behalf of the _____
with the Florida Commission for the Transportation Disadvantaged.
3. The BOARD'S Registered Agent in Florida is _____
The Registered Agents address is: _____.
4. The BOARD authorizes _____ to sign
any and all agreements or contracts which are required in connection with the grant
agreement.
5. The BOARD authorizes _____ to sign any
and all assurances, reimbursement invoices, warranties, certifications and any other
documents which may be required in connection with the agreement or subsequent
agreements.

DULY PASSED AND ADOPTED THIS _____ DAY OF _____
BOARD OF _____

Typed name of Chairperson

Signature of Chairperson

ATTEST:

Signature