

RESOLUTION R-18-023

**A RESOLUTION OF THE MANATEE COUNTY BOARD OF COMMISSIONERS AUTHORIZING THE CHAIRMAN TO EXECUTE A JOINT PARTICIPATION AGREEMENT (JPA) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR STATE TRANSIT CORRIDOR GRANT PROGRAM FUNDING.**

**WHEREAS**, the Manatee County Board of County Commissioners has the authority to apply for and enter into a Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT) and undertake projects pursuant to grant awards made by the FDOT as authorized by Chapter 341, Florida Statutes and/or by the Federal Transit Administration Act of 1964, as amended.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA:**

1. This Authorizing Resolution applies to a Multi-Year JPA programmed by FDOT as Contract Number: G0T05; FPN 410895-1-84-05.
2. The Chairperson or in his or her absence, the Vice Chairperson, is hereby authorized to execute the Joint Participation Agreement (JPA), for operating assistance, pursuant to grant award FPN 410895-1-84-05, unless specifically rescinded.
3. The BOARD authorizes the Transit Division Manager to sign any and all assurances, reimbursement invoices, warranties, certifications, supplemental notification of funding awards and other documents which may be required in connection with the grant agreement.

**Pass And Duly Adopted**, with a quorum present and voting, this 13<sup>th</sup> day of February, 2018.



BOARD OF COUNTY COMMISSIONERS  
OF MANATEE COUNTY, FLORIDA

By: Priscilla Trace  
Priscilla Trace, Chairperson

ATTEST: ANGELINA COLONNESO  
Clerk of the Circuit Court

By: Robin Roth, OC

PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT

Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 410895-1-84-05	Fund: 010	FLAIR Category: 088774
	Function: 215	Object Code: 751000
	Federal Number: N/A	Org. Code: 55012020129
Contract Number: G0T05	DUNS Number: 80-939-7102	Vendor No.: F596000727013
CFDA Number: N/A	Agency DUNS No. 930431937	CSFA Number: 55.013
CFDA Title: N/A		Transit Corridor Program

THIS JOINT PARTICIPATION AGREEMENT ("Agreement"), made and entered into this 7th day of April, 2018, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, ("Department"), and Manatee County Board of County Commissioners, 2411 Talleavest Road Sarasota, Florida 34243 ("Agency"). The Department and Agency agree that all terms of this Agreement will be completed on or before December 30, 2022 and this Agreement will expire unless a time extension is provided in accordance with Section 16.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the Project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under 341.051, Florida Statutes, to enter into this Agreement.

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

**1.00 Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in the multi-year assistance through the Transit Corridor Program, in the Agency's eligible administrative, management, and operational expenses of providing public transportation on the State Route 789/Gulf Drive Corridor servicing Anna Maria Island

and as further described in Exhibit "A" attached to and incorporated into this Agreement ("Project"), and to provide Departmental financial assistance to the Agency, state the terms and conditions upon which such assistance will be provided, and to set forth the manner in which the Project will be undertaken and completed.

**1.10 Exhibits.** A,B,C ,D are attached and incorporated into this Agreement.

**PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT**

**2.00 Accomplishment of the Project:**

**2.10 General Requirements.** The Agency shall commence, and complete the Project, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement, and all applicable laws.

**2.20 Pursuant to Federal, State, and Local Law.** In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the Project, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

**2.30 Funds of the Agency.** The Agency shall initiate and prosecute to completion all proceedings necessary, including federal aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.

**2.40 Submission of Proceedings, Contracts and Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the Project as the Department may require as listed in Exhibit "C" attached to and incorporated into this Agreement. The Department has the option to require an activity report on a quarterly basis. The activity report will include details of the progress of the Project towards completion.

**3.00 Total Project Cost.** The total estimated cost of the Project is \$1,458,148.00. This amount is based upon the estimate summarized in Exhibit "B" attached to and incorporated into this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the Project and any deficits involved.

**4.00 Project Costs Participation and Eligibility:**

**4.10 Department Participation.** The Department agrees to maximum participation, including contingencies, in the Project in the amount of \$729,074.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

**4.11 Agency Participation (Non-State Sources).** The Agency agrees to minimum participation, including contingencies, in the Project in the amount of \$729,074.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of the total cost shown in Exhibit "B", whichever is more.

**4.12 Federal Awards.** The Agency, a non-federal entity,  is  is not a recipient of a federal award, as detailed in Exhibit "B."

**4.20 Project Cost Eligibility.** Project costs eligible for State participation will be allowed only from the effective date of this Agreement. It is understood that State participation in eligible Project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the adopted work program year that the Project is scheduled to be committed;
- b) Availability of funds as stated in Section 15.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;
- c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;
- d) Department approval of the Project scope and budget (Exhibits "A" and "B") at the time appropriation authority becomes available.

**PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT**

**4.30 Front End Funding.** Front end funding  is  is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred Project costs up to an amount equal to its total share of participation as shown in paragraph 4.10.

**5.00 Project Budget and Payment Provisions:**

**5.10 The Project Budget.** Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project, attached and incorporated into this Agreement as Exhibit "B." The schedule of funding may be revised by execution of a Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this Project may be reduced upon determination of the Agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

**5.20 Payment Provisions.** Unless otherwise allowed, payment will begin in the year the Project or Project phase is scheduled in the work program as of the date of the Agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within sixty (60) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

**6.00 Accounting Records:**

**6.10 Establishment and Maintenance of Accounting Records.** The Agency shall establish for the Project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", 2 CFR Part 225, separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "Project account." Records of costs incurred under terms of this Agreement shall be maintained in the Project account and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all sub-consultants performing work on the Project and all other records of the Agency and sub-consultants considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**6.20 Costs Incurred for the Project.** The Agency shall charge to the Project account all eligible costs of the Project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

**PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT**

**6.30 Documentation of Project Costs.** All costs charged to the Project, including any approved services contributed by the Agency 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.

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

**6.50 Audits.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

1. Federal Funded

- a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
- b) The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:
  - i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Exhibit A,B,C ,D to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

**PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT**

- iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).
  
- iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
  
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
  - 1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
  - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  - 3. Wholly or partly suspend or terminate the Federal award;
  - 4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
  - 5. Withhold further Federal awards for the Project or program;
  - 6. Take other remedies that may be legally available.
  
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT

- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

2. State Funded

- a) In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or State of Florida Auditor General.
- b) The Agency, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit A.B.C.D to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
  - ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
  - iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and

**PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT**

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 Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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

And

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

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department, or its designee, DFS or the Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.



**PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT**

3. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, DFS or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

**6.60 Insurance.** Execution of this Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any Project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. The Department may waive or modify this section as appropriate.

**7.00 Requisitions and Payments:**

**7.10 Action by the Agency.** In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District One Public Transportation Office 801 North Broadway Ave, Bartow, Florida, 33830, its requisition on a form or forms prescribed by the Department, and any other data pertaining to the Project account (as defined in Paragraph 6.10 hereof) to justify and support the payment requisitions.

**7.11 Deliverables.** The Agency shall provide the following quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A." Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion.

**7.12 Invoices.** Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A." Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

**7.13 Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Department and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 2.00 and Exhibit "A" has been met.

**7.14 Travel Expenses.** Invoices for any travel expenses by the Agency shall be submitted in accordance with Section 112.061, Florida Statutes, and shall be submitted on the Department's Contractor **Travel Form No. 300-000-06**. The Department may establish rates lower than the maximum provided in Chapter 112.061, Florida Statutes.

**7.15 Property Acquisition.** For real property acquired, submit:

- a) The date the Agency acquired the real property.
- b) A statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- c) A statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

**7.20 The Department's Obligations.** Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT

- a) The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b) There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or payments to the Project;
- c) The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;
- d) There has been any violation of the conflict of interest provisions contained in this Agreement;
- e) The Agency has been determined by the Department to be in default under any of the provisions of the Agreement; or
- f) Any federal agency providing federal financial assistance to the Project suspends or terminates federal financial assistance to the Project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

**7.30 Disallowed Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the effective date of this Agreement, after the expiration date of this Agreement, costs which are not provided for in the latest approved scope and budget for the Project, costs attributable to goods or services received under a contract or other arrangements which have not been approved by the Department, and costs invoiced prior to receipt of annual notification of fund availability.

**7.40 Payment Offset.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

**8.00 Termination or Suspension of Project:**

**8.10 Termination or Suspension Generally.** If the Agency abandons or, before completion, finally discontinues the Project; or for any other reason, the commencement, prosecution, or timely completion of the Project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, 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 Department may terminate any or all of its obligations under this Agreement.

**8.11 Action Subsequent to Notice of Termination or Suspension.** Upon receipt of any final termination or suspension notice under this Section 8, the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

**PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT**

125-038-06  
PUBLIC  
TRANSPORTATION  
OGC - 06 2016  
Page 10 of 17

**8.12 Access to Documents and Materials.** The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency, contractor, sub-contractor, or materials vendor to comply with the provisions of Chapter 119, Florida Statutes.

**9.00 Audit and Inspection.** The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

**10.00 Contracts of the Agency:**

**10.10 Third Party Agreements.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 7.20(c). The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

**10.20 Procurement of Personal Property and Services:**

**10.21 Compliance with Consultants' Competitive Negotiation Act.** It is understood and agreed by the parties to this Agreement that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 CFR 172, and 23 U.S.C. 112.. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all projects funded under this Agreement. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act and the federal Brooks Act.

**10.22 Procurement of Commodities or Contractual Services.** It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Chapter 287.057, Florida Statutes. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the Project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 7.20(c).

**10.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBE's, as defined in 49 CFR Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance

**PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT**

with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

**10.40 Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.099(1), Florida Statutes.

**11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:**

**11.10 Equal Employment Opportunity.** In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

**11.20 Title VI - Civil Rights Act of 1964.** Execution of this Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

**11.30 Title VIII - Civil Rights Act of 1968.** Execution of this Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

**11.40 Americans with Disabilities Act of 1990 (ADA).** Execution of this Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

**11.50 Prohibited Interests.** The Agency shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

- a) "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
- b) The Agency shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the

**PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT**

Agency by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Agency.

- c) The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

**11.60 Interest of Members of, or Delegates to, Congress or Legislature.** No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

**12.00 Miscellaneous Provisions:**

**12.10 Environmental Regulations.** Execution of this Agreement constitutes a certification by the Agency that the Project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

**12.20 Department Not Obligated to Third Parties.** The Department shall not be obligated or liable hereunder to any party other than the Agency.

**12.30 When Rights and Remedies Not Waived.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

**12.40 Severability.** If any provision of this Agreement is held invalid, 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.

**12.50 Bonus or Commission.** By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

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

**12.70 Use and Maintenance of Project Facilities and Equipment.** The Agency agrees that the Project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the Project facilities and equipment in good working order for the useful life of said facilities or equipment.

**12.71 Property Records.** The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

**PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT**

**12.80 Disposal of Project Facilities or Equipment.** If the Agency disposes of any Project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement. The Agency must remit said proportional amount to the Department within one (1) year after the official date of disposal.

**12.90 Contractual Indemnity.** To the extent provided by Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement. Nothing in this Agreement shall be construed as a waiver by the Agency of any sovereign immunity protections that may be provided by Section 768.28, Florida Statutes.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

**13.00 Plans and Specifications.** In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, where plans and specifications have been developed, the Agency shall provide an Engineer's Certification that certifies Project compliance as listed below, or in Exhibit "C" if applicable. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, hereinafter collectively referred to as "plans", the Agency will certify that:

- a) All plans comply with federal, state, and professional standards as well as minimum standards established by the Department as applicable;
- b) The plans were developed in accordance with sound engineering and design principles, and with generally accepted professional standards;
- c) The plans are consistent with the intent of the Project as defined in Exhibits "A" and "B" of this Agreement as well as the Scope of Services; and
- d) The plans comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

Notwithstanding the provisions of this paragraph, the Agency, upon request by the Department, shall provide plans and specifications to the Department for review and approvals.

**14.00 Project Completion, Agency Certification.** The Agency will certify in writing on or attached to the final invoice, that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the Project is accepted by the Agency as suitable for the intended purpose.

**15.00 Appropriation of Funds:**

**PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT**

**15.10 Contingency of Payment.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

**15.20 Multi-Year Commitment.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

**16.00 Expiration of Agreement.** The Agency agrees to complete the Project on or before December 30, 2022. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project and the procedure established in Section 8.00 of this Agreement shall be initiated. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

**16.10 Final Invoice.** The Agency must submit the final invoice on this Project to the Department within 120 days after the expiration of this Agreement.

**17.00 Agreement Format.** All words used in this Agreement 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.

**18.00 Execution of Agreement.** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

**19.00 Restrictions on Lobbying:**

**19.10 Federal.** The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any 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 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.

**PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT**

If any funds other than federally-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 Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," 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.

**19.20 State.** No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

**20.00 Vendors Rights.** The Agency providing goods and services to the Department should be aware of the following time frames:

- a) The Department has 20 days to deliver a request for payment (voucher) to DFS. The 20 days are measured from the latter of the date the invoice is received or the date the goods or services are received, inspected, and approved. Approval and inspection of goods or services shall take no longer than 20 days following the receipt of a complete and accurate invoice.
- b) If a payment is not available within 40 days, then a separate interest penalty at a rate established pursuant to **Section 55.03(1), Florida Statutes**, will be due and payable, in addition to the invoice amount, to the Agency. The 40 days are measured from the latter of the date the invoice is received or the date the goods or services are received, inspected, and approved. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department. A Vendor Ombudsman has been established within DFS. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516.

**21.00 Restrictions, Prohibits, Controls, and Labor Provisions.** During the performance of this Agreement, the Agency agrees as follows, and shall require the following provisions to be included in each contract and subcontract entered into pursuant to this Agreement:

- a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b) In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.



**PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT**

- c) An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d) Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for two (2) years 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 tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

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

**23.00 Employment Eligibility (Using E-Verify). Agency/Vendors/Contractors:**

- a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the Agreement; and
- b) Shall expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor or subcontractor during the Agreement term.

**24.00 Inspector General Cooperation.** The Parties agree to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

**25.00 Maintenance of Project.** The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement.

**26.00 Federal Grant Number.** If the Federal grant number is not available prior to execution of the Agreement, the Department may unilaterally add the Federal grant number to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the Federal grant number will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT

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

AGENCY

DEPARTMENT

Manatee County Board of County  
Commissioners

AGENCY NAME



DEPARTMENT OF TRANSPORTATION

Priscilla Trace

SIGNATORY (PRINTED OR TYPED)

John M. Kubler, P.E.

TITLE Director of Transportation Development



SIGNATURE

2/13/18



APPROVED AS TO FORM AND LEGALITY  
DON CONWAY, SENIOR ATTORNEY FDOT

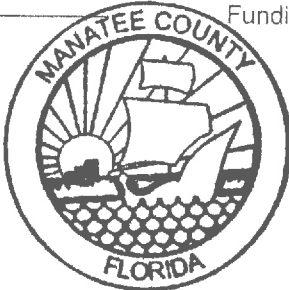
Chairperson

TITLE

See attached Encumbrance Form for date of  
Funding Approval by Comptroller

ATTEST: MANATEE COUNTY  
CLERK OF CIRCUIT COURT AND  
COUNTY COMPTROLLER

BY:  De  
DEPUTY CLERK



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

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Manatee County Board of County Commissioners 2411 Tallevast Road Sarasota, Florida 34243, dated 4/7/18 referenced by the above Financial Project Number.

PROJECT LOCATION: Manatee County, Florida

PROJECT DESCRIPTION: The purpose of this project Agreement is to provide for the Department's participation, through the Transit Corridor Program, in the Agency's eligible administration and management, marketing, maintenance and/or operating expenses of providing public transportation on State Road 789. This corridor project shall enhance the regional mobility of all citizens and encourage the use of public transportation. This project shall relieve congestion and improve capacity within the State Road 789 corridor.

The Agency is responsible to make progress toward its goals and objectives that can be measured, as submitted, and on file with the Department. These goals and objectives are to reduce the number of trips made by single occupant vehicles and enhance the regional mobility of all citizens. Decision points should be established where continuation of certain elements of the project or the entire project can be acted upon.

The Agency will provide written progress reports which include the Performance Measures on a quarterly basis by the 15<sup>th</sup> of the month, beginning on the quarter after this Joint Participation Agreement has been executed. A quarterly reporting of Performance Measures is to be submitted with the following format:

(Agency) Transit Corridor (year)					
Route	Performance Measures				
	1st qtr	2nd qtr	3rd qtr	4th qtr	Total
Ridership					
Ridership/Hour					
Ridership/Mile					
Revenue Hours					
Revenue Miles					
Farebox Revenue					
Average Headway					

The Agency will provide a final report for the Department's review and approved before submission of the final invoice for this project. The report shall include, at a minimum:

1. A description of the project's history (including ridership)
2. Summarization of its successes
3. Problems encountered
4. Recommendations for future implementation

**SPECIAL CONSIDERATIONS BY AGENCY:** The audit report(s) required in paragraph 6.50 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project. State Transit Corridor recipients must have legal authority and fiscal/managerial capability to apply for State assistance. Recipients are required to have sufficient local funds for match requirements.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:** When necessary, the Agency may provide written requests for minor changes or amendments to the services provided by this Agreement. The Department will provide written responses to all such requests. A minor change or amendment is defined as a non-material change to the Agreement. As a rule, it will be limited to operational items not having an impact on the scope or budget of the Agreement.

If applicable, the eligible project period identified herein, may be extended by letter from the Department upon a written request from the Agency.

The Department recognizes the necessity of, and allows, the Agency to provide public transportation services under this Agreement beyond its geographic boundaries for achievement of effective and efficient public transit services, and for public necessity and convenience.

Manatee County Board of County Commissioners  
Transit Corridor Program  
Anna Maria Island Trolley Project

**I. Project Description**

Manatee County currently provides fixed route/fixed schedule Trolley bus service along the Gulf Drive corridor, serving Anna Maria Island (AMI) with approximately 16 hours of service each day, every day of the year. Three Trolley buses operate together to provide an effective 20-minute service frequency and the AMI Trolley service is very productive providing over 500,000 passenger trips each fiscal year. In fact, this service is the most ridership productive route corridor in the Manatee County/Manatee County Area Transit (MCAT) fixed route system.

Congestion on Anna Maria Island and the corridors leading to the Island continues to increase due to the overwhelming popularity of the beach areas and beach accommodations. Consequently, the AMI Trolley service provides two essential functions: 1. Mitigating roadway congestion and 2. Serving as an alternative transportation choice for residents and visitors to the Island. In turn, both of these functions facilitate increased economic activity that benefits the Island and Manatee County as a whole.

**II. Project Level of Service**

The current project operates with three (3) trolleys on Anna Maria Island daily, with the addition of a "Beach Express" bus serving the SR 64 corridor for mainland connectivity, operating on Sundays and Holidays. Currently, Manatee County Area Transit (MCAT) operates the AMI Trolley with daily service from 6:00am to 10:30pm, 365 days a year. Service is provided every 20 minutes during the hours of 8:00am to 9:00pm, and every 30 minutes from 6:00am to 8:00am and from 9:00pm to 10:30pm. The Beach Express operates on Sundays and holidays from 9:00a.m to 5:00pm, every 1-1/2 hours. The AMI Trolley service operates from the Anna Maria City Pier to Coquina Beach.

**III. Project Goals and Objectives**

- Relieve traffic congestion and facilitate the current roadway level of service along the SR 789 corridor.
- Provide a transit option for accessibility to shopping, recreational activities, and employment opportunities.
- Support County efforts to bring more tourism to Anna Maria Island and thereby enhance the economic vitality of Anna Maria Island and Manatee County.
- Promote intermodal, mainland connections at Manatee County Public Beach and Coquina Beach.
- Increase ridership and productivity levels. Ridership goals for this project are based on a review of historical ridership levels for the AMI Trolley over the last five years.
  - Increase ridership by 5 percent over the next five year period.
  - Increase Passengers per Revenue Hour by 10% over the next five year period.
  - Maintain a ridership productivity level that is more than the MCAT fixed-route system-wide average.

**IV. Project Milestones**

- Report total ridership and ridership productivity on a quarterly basis in each fiscal year.
- Compare total ridership and ridership productivity at the end of each fiscal year, and conduct comparative year-to-year ridership analytics.
- Update asset management plan annually and include the replacement of trolley buses according to adopted useful life standards.

**EXHIBIT "B"**  
**PROJECT BUDGET**  
**(For Transit Multi-Year Projects)**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Manatee County Board of County Commissioners 2411 Tallevast Road Sarasota, Florida 34243, dated 4/7/18 referenced by the above Financial Project Number.

Project Estimated and Programmed Budget:

The Department has programmed the funding amounts shown below in the most currently adopted Work Program. The funding for subsequent years is based upon federal and/or state appropriation levels and on the distribution formula as outlined in Exhibit "C". This funding will be made available, annually, in the following manner: After the Agency has met all program requirements, the Department will encumber funds for that fiscal year and will advise the agency in writing of the amount of funding available and the beginning date when the Agency may incur eligible project cost. This notification must be signed by the agency and returned to the Department. Availability of any funds is subject to legislative approval.

		<b>FY 17/18</b>
Local Funding	50%	\$729,074.00
State Funding	50%	<u>\$729,074.00</u>
	Total	\$1,458,148.00

It is the intent of the Department to participate in the project to the level of Department funding encumbered and consistent with Section 341.052, F.S.

**EXHIBIT "C"**  
**(GENERAL - with Safety Requirements)**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Manatee County Board of County Commissioners - MCAT 2411 Tallevast Road Sarasota, Florida 34243 dated 4/7/18 referenced by the above Financial Project Numbers.

**REF: Section 341.051 F.S.**

**Requests for Reimbursement (Invoice Submittals) in accordance with Section 215.422 Florida Statutes and the requirement of Paragraph 20.00 of this Agreement:**

1. Required Submittal Format

The Agency shall submit invoices on forms provided by the Department and prepared in accordance with instructions given by the Department. Back-up documentation will include the appropriate items necessary to verify costs incurred and the eligibility of said costs.

Agencies shall submit quarterly Performance Measures in the following format:

(Agency) Transit Corridor					
(year)					
Route	Performance Measures				
	1st qtr	2nd qtr	3rd qtr	4th qtr	Total
Ridership					
Ridership/Hour					
Ridership/Mile					
Revenue Hours					
Revenue Miles					
Farebox Revenue					
Average Headway					

2. Approval of Submittal

Goods or services received under this agreement shall be approved/disapproved by the Department no later than five (5) working days after receipt, by the District Public Transportation Office, of a properly prepared and submitted invoice. Should the invoice be incomplete or incorrect, the Department shall inform the Agency within five (5) working days of receipt and return the invoice for corrections.

**Mark the required Safety submittal or provisions for this agreement if applicable.**

**Safety Requirements**

- Bus Transit System - In accordance with Section 341.061, Florida Statutes, and Rule Chapter 14-90, Florida Administrative Code, the Agency shall submit, and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety



Program Plan pursuant to Rule Chapter 14-90, F.A.C., and has performed annual safety inspections of all buses operated.

- Fixed Guideway System - (established) In accordance with Section 341.061, Florida Statutes, the Agency shall submit, and the Department shall have on file, annual certification by the Agency of compliance with its System Safety Program Plan, pursuant to Rule 14-15.017, Florida Administrative Code.
- Fixed Guideway System - (new) In accordance with Section 341.061, Florida Statutes, the Agency shall submit a certification attesting to the adoption of a System Safety Program Plan pursuant to Rule 14-15.017, Florida Administrative Code. Prior to beginning passenger service operations, the Agency shall submit a certification to the Department that the system is safe for passenger service.

**Third Party Contracts**

The Department must approve third party contracts pursuant to Paragraph 10.10 except that, when checked below, written approval is hereby granted for:

- 1. Execution of contracts for materials and/or vehicles from a valid state or inter-governmental contract.
- 2. Other contracts less than \$25,000 excluding consultant services or construction contracts. The Department shall require all consultant and construction contracts and amendments thereto to receive concurrence prior to award.
- 3. Recurring, renewable, or on-going operational contracts that have less than a twenty-five percent (25%) change in total dollar amounts from one year to the next.
- 4. Purchase of service contracts where the Agency will provide transportation service for a fee.

**Required Submittals**

SUBMITTAL/CERTIFICATION

RESPONSIBILITY

<input checked="" type="checkbox"/> Procurement Requests	Agency
<input checked="" type="checkbox"/> Safety Compliance	Agency
<input checked="" type="checkbox"/> Specifications	Agency
<input checked="" type="checkbox"/> Invoices	Agency
<input checked="" type="checkbox"/> Audit Reports	Agency Annually During Life of Project
<input checked="" type="checkbox"/> Project Progress Reports (In Department approved format)	Agency Annually During Life of Project

**EXHIBIT D**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Manatee County Board of County Commissioners 2411 Tallevast Road Sarasota, Florida 34243 dated 4/7/18 referenced by the above Financial Project Numbers.

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

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

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

**Awarding Agency:** Florida Department of Transportation  
**State Project Title:** TRANSIT CORRIDOR PROGRAM  
**CSFA Number:** 55.013  
**\*Award Amount:** \$729,074.00

\*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.013 is provided at:  
<https://apps.fldfs.com/fsaa/searchCatalog.aspx>

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

State Project Compliance Requirements for CSFA Number 55.013 are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

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

**Standard Lobbying Certification Form**

The undersigned Manatee County Board of County Commissioners 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 imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[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, Manatee County Board of County Commissioners, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Priscilla Trace, Chairperson

Name and Title of Contractor's Authorized Official

February 13, 2018

Date



Attest:   
ANGELINA COLONNESO  
Clerk of the Circuit Court

February 13, 2018 - Regular Meeting  
Agenda Item #47

Approved in Open Session 2/13/18,  
Manatee County  
Board of County Commissioners

Subject

State Transit Corridor Grant Program Funding for FY 17/18. Contract No. G0T05, FPID No. 410895-1-84-05, Multi-Year Joint Participation Agreement (JPA)

Briefings

None

Contact and/or Presenter Information

William Steele, Transit Division Manager, [William.Steele@mymanatee.org](mailto:William.Steele@mymanatee.org), (941) 747-8621 x7440

Chad Butzow, P.E., Deputy Director of Field Operations Services, [Chad.Butzow@mymanatee.org](mailto:Chad.Butzow@mymanatee.org), (941) 708-7450 x7432

Action Requested

- Adoption of Resolution R-18-023.
- Authorization for the Chairperson to execute the Five-Year Joint Participation Agreement (JPA), Financial Project Number 410895-1-84-05, Contract No. G0T45, with an end date of December 30, 2022. This JPA with the Florida Department of Transportation (FDOT) provides funding for eligible operating assistance expenses in FY 2017/18 in the amount of \$729,074 for public transit services along the State Road 789/Gulf Drive Corridor.
- Authorization for the Chairperson to execute Standard Lobbying Certification Form, Financial Project Number 410895-1-84-05.

Enabling/Regulating Authority

Chapter 341, Florida Statutes, Florida Administrative Code, Plan 6.0 Mass Transit Element, Resolution R-12-197

Background Discussion

- The Transit Corridor Program was enacted by State Legislature to provide funding to support public transit service within specific corridors where services are designed to reduce or alleviate congestion or other mobility issues within the corridor.
- Transit corridor funding is discretionary and distributed by the Florida Department of Transportation (FDOT) based upon demonstrated need. Eligible Transit Corridor projects must be identified in a locally-adopted Transit Development Plan (TDP), Congestion Management System Plan, or other formal study.
- Manatee County has complied with all of the program requirements necessary to qualify as a recipient of the FY 2017/18 annual allocation of State Transit Corridor Program funding in the amount of \$729,074. This funding will be used to support Anna Maria Island (AMI) Trolley operating expenses in the current

fiscal year (i.e. FY 2017/18).

- Funding for the State Transit Corridor Grant Program is a 50/50 cost sharing program with the FDOT. The \$729,074 local share required to meet grant criteria is currently allocated in the FY 2017/18 Transit/AMI Trolley operating budget to support the Manatee County Government share of costs.
- Transit Corridor Program funding is utilized as operating assistance to support Anna Maria Island (AMI) Trolley services, which provide transit service along the SR 789/Gulf Drive corridor. Previously, annual FDOT funding for this project has ranged between \$288,000 and \$756,000 to Manatee County Government, beginning with the original BCC Authorizing Resolution.
- Resolution R-18-023 authorizes the execution of a multi-year JPA with the FDOT for State Transit Corridor Grant Program funding. After the JPA is fully executed, it will remain in effect until December 30, 2022. Annual JPAs will not be required; however, annual execution of a Multi-Year JPA Notification of Funding form is required to receive annual funding allocations over the Five-Year JPA period.

#### County Attorney Review

Not Reviewed (Utilizes exact document or procedure approved within the last 18 months)

#### Explanation of Other

#### Reviewing Attorney

N/A

**Distributed & notified Edrick for pick up, 2/15/18**

#### Instructions to Board Records

Please return two (2) signed originals (in blue ink) for Resolution, JPA, and Standard Lobbying Certification Form to Edrick Sweeting, Grants Administrator, [Edrick.Sweeting@mymanatee.org](mailto:Edrick.Sweeting@mymanatee.org), X7354. The Grants Administrator will then forward the entire packet to the Florida Department of Transportation (FDOT). Once the FDOT completes JPA execution, a fully executed JPA will be forwarded to Board Records.

#### Cost and Funds Source Account Number and Name

435-0012002 Transit Trolley Operating: FDOT Funds \$729,074

#### Amount and Frequency of Recurring Costs

The portion of expense in the above cost center is revenue from FDOT.

Attachment: [FM 410895-1-84-05 Contract - G0T05 JPA.pdf](#)

Attachment: [Resolution R18-023.pdf](#)

Attachment: [410895-1-84-05 Standard Lobbying Certification Form.pdf](#)