

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date:	May 18, 2010	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
		<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Public Hearing
Department:	Palm Tran				
Submitted By:	Palm Tran				
Submitted for:	Palm Tran				

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I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to

**A) Approve** Interlocal Agreement with the City of Delray Beach for a total not to exceed \$373,750 for the construction and installation of Bus Shelters at Palm Tran Stops as funded by the American Recovery and Reinvestment Act (ARRA) Grant FL-96-X026-01, and

**B) Adopt** a resolution authorizing the Executive Director of Palm Tran, through the County Administrator, to execute an amendment to the Interlocal Agreement extending the completion date for the installation of shelters, for up to a six month period.

**Summary:** The Federal Transit Administration (FTA) awarded funds to Palm Beach County under grant FL-96-X026-01, which included funds to implement the construction and installation of Bus Shelters at Palm Tran Stops within the City of Delray Beach. A City ordinance against advertising prevents the City from benefiting from the County contract for shelter installation. The City will be responsible for maintenance of these shelters. No local match was required for the funding from FTA. District 4 & 5 (DR)

**Background and Justification:** FTA awarded ARRA funds to projects that are an investment in Public Transportation and that provide long-term benefits. The MPO selected projects from the regional plan that met these criteria including the shelter project in the City of Delray Beach. FTA apportioned the funds from Section 5307 formula program for Transit Capital Assistance. Section 5307 regulations dictate that the designated recipient must use at least 1 percent of the funding apportioned to each area for transit enhancements, which include shelters. The regulations also dictate that a program for bus shelters and bus boarding and alighting areas should be developed for the existing and proposed network based on the operator's shelter criteria and to the extent the construction specifications are within its control. The implementation of this project serves as compliance for the investment in transit enhancements as required by the ARRA funds.

**Attachments:**

1. Interlocal Agreement (2 copies signed by City of Delray Beach)
2. Executed ARRA Award FL-96-X026-01
3. Resolution

=====

Recommended By: Lorraine Symms Jar 5/14/10  
 Department Director Date

Approved By: [Signature] Date  
 Assistant County Administrator

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2010	2011	2012	2013	2014
Grant Expenditures	\$373,750				
Operating Costs					
External Revenues	(\$373,750)				
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<u>0</u>				
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	0				

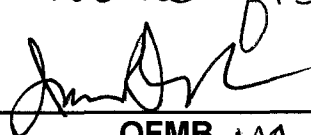
Is Item Included In Current Budget? Yes  No   
 Budget Account No.: Fund 1341 Dep't. 542 Unit 5534 Object 8101  
 Program \_\_\_\_\_ Reporting Category \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

**C. Departmental Fiscal Review:** Lorraine Symms for  
John Murphy, Finance Manager


**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Dev. and Control Comments:**

*No net fiscal impact.*  
  
 OFMB MC 5-5-10

*John J. Jacobson 5/11/10*  
 Contract Dev. and Control  
 E Date 5/10/10  
 At the time of CDC's review, the interlocal Agreement was not executed and the Exhibits were unavailable.

**B. Legal Sufficiency:**

  
 Assistant County Attorney 5/14/10

*4/22/10  
5/5/10 gr.*

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

RESOLUTION No. R-

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, DELEGATING TO THE EXECUTIVE DIRECTOR OF PALM TRAN, THROUGH THE COUNTY ADMINISTRATOR, AUTHORITY TO EXTEND THE COMPLETION DATE FOR THE INSTALLATION OF SHELTERS BY THE CITY OF DELRAY BEACH, FOR A PERIOD NOT TO EXCEED SIX MONTHS; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Palm Beach County has entered into an Interlocal (Grant) Agreement with the City of Delray Beach Relating to Transit Infrastructure (also referred to herein as the "Grant Agreement") under which the County will reimburse the City for certain costs incurred by the City for the construction, placement and installation of County approved transit infrastructure, along certain Palm Tran bus routes located within the City's geographic boundaries; provided, that the City's expenditures are incurred in accordance with the requirements of the Grant Agreement, the Federal Transit Administration (FTA), and the American Recovery and Reinvestment Act (ARRA); and

**WHEREAS**, the Grant Agreement provides that the installation of the transit infrastructure is to be completed and final invoices submitted to the County for reimbursement within eighteen (18) months of the date of execution of the Grant Agreement; and

**WHEREAS**, the County and City are concerned that the City may not be able to fully complete the installation of the transit infrastructure and submittal of final invoices within the time period established by the parties in Section 22 of the Grant Agreement; and

**WHEREAS**, in accordance with Section 22 of the Grant Agreement, the County will empower the Executive Director of Palm Tran to authorize a one time extension of the installation and final invoices submittal date, for a period not to exceed six (6) months, upon the City's request for an extension.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:**

The Executive Director of Palm Tran, through the County Administrator, is hereby authorized to grant a one (1) time extension to the completion date for the installation of the transit infrastructure and the submittal of final invoices, for a period not to exceed six (6) months, as contemplated in Section 22 of the Grant Agreement. This grant of authority is limited to the matter set forth herein.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

- Commissioner Burt Aaronson, Chair \_\_\_\_\_
- Commissioner Karen T. Marcus, Vice Chair \_\_\_\_\_
- Commissioner Jeff Koons \_\_\_\_\_
- Commissioner Shelley Vana \_\_\_\_\_
- Commissioner Steven L. Abrams \_\_\_\_\_
- Commissioner Jess R. Santamaria \_\_\_\_\_
- Commissioner Priscilla A. Taylor \_\_\_\_\_

The Chairperson thereupon declared the Resolution duly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

SHARON R. BOCK, CLERK

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
County Attorney

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 18, 2010 [X] Consent [ ] Regular  
[ ] Ordinance [ ] Public Hearing  
Department: Palm Tran  
Submitted By: Palm Tran  
Submitted for: Palm Tran

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to

A) Approve Interlocal Agreement with the City of Delray Beach for a total not to exceed \$373,750 for the construction and installation of Bus Shelters at Palm Tran Stops as funded by the American Recovery and Reinvestment Act (ARRA) Grant FL-96-X026-01, and

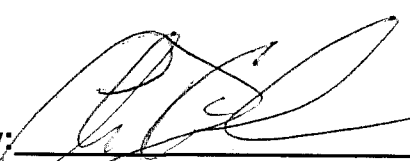
B) Authorize the County Administrator or Executive Director of Palm Tran, Palm Beach County, Florida, to sign on behalf of the Board of County Commissioners, a one-time extension to the Agreement's completion date for shelter installation, not to exceed a six (6) month period.

Summary: The Federal Transit Administration (FTA) awarded funds to Palm Beach County under grant FL-96-X026-01, which included funds to implement the construction and installation of Bus Shelters at Palm Tran Stops within the City of Delray Beach. A City ordinance against advertising prevents the City from benefiting from the County contract for shelter installation. The City will be responsible for maintenance of these shelters. No local match was required for the funding from FTA. District 4 & 5 (DR)

Background and Justification: FTA awarded ARRA funds to projects that are an investment in Public Transportation and that provide long-term benefits. The MPO selected projects from the regional plan that met these criteria including the shelter project in the City of Delray Beach. FTA apportioned the funds from Section 5307 formula program for Transit Capital Assistance. Section 5307 regulations dictate that the designated recipient must use at least 1 percent of the funding apportioned to each area for transit enhancements, which include shelters. The regulations also dictate that a program for bus shelters and bus boarding and alighting areas should be developed for the existing and proposed network based on the operator's shelter criteria and to the extent the construction specifications are within its control. The implementation of this project serves as compliance for the investment in transit enhancements as required by the ARRA funds.

Attachments:

- 1. Interlocal Agreement (2 copies signed by City of Delray Beach)
- 2. Executed ARRA Award FL-96-X026-01

Recommended By:  \_\_\_\_\_ Date: 4/20/10

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
Assistant County Administrator

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2010	2011	2012	2013	2014
Grant Expenditures	\$373,750				
Operating Costs					
External Revenues	\$373,750				
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	\$373,750				
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	0				

Is Item Included In Current Budget? Yes  No   
 Budget Account No.: Fund 1341 Dep't. 542 Unit 5534 Object 8101  
 Program \_\_\_\_\_ Reporting Category \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

**C. Departmental Fiscal Review:** *John Murphy*  
 John Murphy, Finance Manager

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Dev. and Control Comments:**

\_\_\_\_\_  
 OFMB

\_\_\_\_\_  
 Contract Dev. and Control

**B. Legal Sufficiency:**

\_\_\_\_\_  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**PENDING DELRAY BEACH EXECUTION**  
**Executed Agreement will be**  
**submitted prior to May 18, 2010.**

INTERLOCAL (GRANT) AGREEMENT  
FOR  
FUNDING OF TRANSIT INFRASTRUCTURE  
BETWEEN  
PALM BEACH COUNTY  
AND  
THE CITY OF DELRAY BEACH

ATTACHMENT 1  
Page 1 of 18

1  
2  
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8  
9  
10 THIS INTERLOCAL (GRANT) AGREEMENT is made and entered into this \_\_\_\_\_ day  
11 of \_\_\_\_\_, 2010, by and between the City of Delray Beach, a Florida  
12 municipal corporation (hereinafter referred to as "MUNICIPALITY"), and Palm Beach County, a  
13 political subdivision of the State of Florida (hereinafter referred to as "COUNTY").  
14

WITNESSETH:

15  
16  
17 **WHEREAS**, the COUNTY operates a fixed route public transit system, known as and  
18 referred to herein as "Palm Tran," with routes situated within the MUNICIPALITY's geographical  
19 boundaries; and  
20

21 **WHEREAS**, the MUNICIPALITY desires to undertake a Project, to be located within  
22 MUNICIPALITY's boundaries at certain COUNTY designated public transit stops (also referred to  
23 herein as "bus stops"), which Project will encompass the purchase, construction, installation and  
24 maintenance of public transit bus shelters and associated infrastructure (e.g., benches, trash  
25 cans, bicycle racks, signage and pedestrian enhancements) and which may also include but is  
26 not limited to the installation of pavers or pavement, the replacement of existing various transit  
27 infrastructure, and the acquisition and installation of signage, landscaping, and lightning  
28 (collectively referred to herein as "TRANSIT INFRASTRUCTURE") to be funded by County under  
29 a grant from the American Recovery and Reinvestment Act (ARRA); and  
30

31 **WHEREAS**, the COUNTY has received a grant under the ARRA, # FL-96-X026-00, from  
32 the Federal Transit Administration (FTA) for Transit Capital Assistance under the Urbanized Area  
33 Formula Grant Program authorized by 49 U.S.C. Section 5307 (also referred to herein as the  
34 "ARRA Grant"); and  
35

36 **WHEREAS**, the COUNTY applied for a supplement to the ARRA Grant (Amendment FL-  
37 96-X026-01, also referred to herein as the "Grant" or the "Supplemental Grant"), which included a  
38 line item for \$373,750 for transit enhancements to be allocated and used for certain expenditures  
39 by MUNICIPALITY relating to a TRANSIT INFRASTRUCTURE Project to be undertaken by the  
40 MUNICIPALITY; and  
41

42 **WHEREAS**, the COUNTY is willing to utilize said Supplemental Grant to improve and  
43 expand public transit bus amenities located within MUNICIPALITY, and to reimburse certain costs  
44 incurred by the MUNICIPALITY for the construction, placement and installation of COUNTY  
45 approved TRANSIT INFRASTRUCTURE along certain Palm Tran bus routes located within the  
46 MUNICIPALITY, in an amount not to exceed the total cost of Three Hundred Seventy Three  
47 Thousand Seven Hundred and Fifty Dollars (\$373,750) or Supplemental Grant award, whichever  
48 is less; and  
49

50 **WHEREAS**, during and after the installation of each TRANSIT INFRASTRUCTURE, the  
51 MUNICIPALITY shall be completely and fully responsible for all costs associated with the  
52 acquisition, construction, installation, maintenance, repair and cleaning, including the  
53 maintenance of all landscaping in the area immediately surrounding the TRANSIT  
54 INFRASTRUCTURE, including the Palm Tran bus stop, and the removal of all trash, garbage and  
55 debris; and  
56

1           **WHEREAS**, Section 163.01, F.S., authorizes local governments to make the most  
2 efficient use of their powers by enabling them to cooperate with other localities on a basis of  
3 mutual advantage and thereby to provide services and facilities that will harmonize geographic,  
4 economic, population and other factors influencing the needs and development of local  
5 communities.  
6

7           **NOW, THEREFORE**, in consideration of mutual covenants, promises, and Agreements  
8 herein contained, the parties agree as follows:  
9

- 10           1.     **Recitals:** The above recitations are true, correct and are incorporated into and  
11                   made a part of this Agreement.  
12
- 13           2.     **Contract Representative:** The COUNTY's contract representative during the  
14                   performance of this Agreement shall be the Executive Director of Palm Tran, or  
15                   his designee, whose telephone number is 561-841-4200. The MUNICIPALITY's  
16                   contract representative during the performance of this Agreement shall be its City  
17                   Engineer, or his designee, whose telephone number is 561-243-7322.  
18
- 19           3.     **Purpose:** The purpose of this Agreement is to set forth the various duties and  
20                   obligations of the parties relating to MUNICIPALITY's procurement, contract  
21                   administration, permitting, construction, installation, cleaning, repair and  
22                   maintenance of the TRANSIT INFRASTRUCTURE (also referred to herein as  
23                   "Project") and role as a grantee of COUNTY and subrecipient of FTA federal  
24                   funding assistance through the COUNTY.  
25
- 26           4.     **Effective Date and Term:** This Agreement shall take effect upon execution by  
27                   COUNTY having been previously executed by the MUNICIPALITY, and shall  
28                   remain in full force and effect for no less than ten (10) years from the issue date  
29                   of the last certificate of occupancy ("CO") or permit to occupy and use a  
30                   TRANSIT INFRASTRUCTURE, including any related improvements or  
31                   enhancements, or until no TRANSIT INFRASTRUCTURE is in use, whichever  
32                   comes last. However, the COUNTY's Master Grant Agreement with the FTA  
33                   (FTA MA (16) dated October 1, 2009) (also referred to herein as the "Master  
34                   Grant Agreement") referenced in this Agreement does not have an Expiration  
35                   Date. Accordingly, the MUNICIPALITY acknowledges and agrees that  
36                   notwithstanding the foregoing and any other provision of this Agreement, that to  
37                   the extent any of the provisions of the Master Grant Agreement continue to apply  
38                   to the Project, the applicable provisions of this Agreement shall remain in effect  
39                   and shall survive the expiration or earlier termination of the Agreement.  
40
- 41           5.     **Not to Exceed Project Cost, Reimbursement:** To the extent permissible under  
42                   the Supplemental Grant, the ARRA Grant and Master Grant Agreement, the  
43                   COUNTY will reimburse the MUNICIPALITY for up to ONE HUNDRED  
44                   PERCENT (100%) of certain eligible and allowable costs incurred by  
45                   MUNICIPALITY, not to exceed a total of THREE HUNDRED SEVENTY-THREE  
46                   THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS (\$373,750) for the  
47                   TRANSIT INFRASTRUCTURE constructed and installed by the MUNICIPALITY  
48                   at the site(s) identified in Exhibit A to this Agreement. Any costs associated with  
49                   the procurement, administration, cleaning, repair or maintenance of the TRANSIT  
50                   INFRASTRUCTURE shall not be reimbursed by the COUNTY and shall remain  
51                   the sole responsibility of MUNICIPALITY, except to the extent certain  
52                   administrative costs are eligible costs reimbursable by the FTA and such costs  
53                   have been expressly pre-approved in writing by COUNTY's contract  
54                   representative. COUNTY's obligation to reimburse MUNICIPALITY is subject to  
55                   its obligations under the Master Grant Agreement. Any project cost incurred by  
56                   the MUNICIPALITY before the Effective Date of this Agreement shall not be  
57                   reimbursed by the COUNTY. Only those allowable Project costs eligible for



1 reimbursement under the Master Grant Agreement may be reimbursed; provided,  
2 that the MUNICIPALITY has incurred such costs and fulfilled the applicable  
3 obligations described in the Master Grant Agreement and complied with all  
4 Federal laws, regulations, guidances, circulars and directives applicable to the  
5 Project.  
6

7 **6. Subrecipient's Obligation to Comply with Federal Requirements and Master**  
8 **Grant Agreement:**  
9

10 A. The MUNICIPALITY agrees that its receipt and expenditure of  
11 Supplemental Grant funds shall be subject to the same terms and  
12 conditions applicable to the COUNTY's receipt and expenditure of such  
13 funds, including but not limited to those set forth in all applicable Federal  
14 laws, rules, regulations, guidances, Federal directives and executive  
15 orders, 49 CFR Part 18 (commonly referred to as "The Common Grant  
16 Rules"), FTA Circular 4220.1F dated November 1, 2008, Rev. April 14,  
17 2009, the Master Grant Agreement and all ARRA provisions, as they  
18 may be modified, replaced or amended from time to time. The  
19 Municipality acknowledges and affirms its obligation to not only meet and  
20 carry out COUNTY's applicable Federal obligations, unless relieved of  
21 such obligation in writing by COUNTY's contract representative, but to  
22 also obligate its third party contractors to comply with all applicable  
23 Federal requirements. A copy of the Common Grant Rules, FTA Circular  
24 4220.1F, the Master Grant Agreement and all ARRA provisions are  
25 attached hereto as Exhibit C and D and made a part of this Agreement.  
26

27 B. MUNICIPALITY shall not perform any act or refuse to comply with any  
28 COUNTY or FTA direction or request which would cause the COUNTY to  
29 be in violation of any term or condition of the ARRA Grant or the  
30 Supplemental Grant, violate any Federal or State law, guidance, rule,  
31 regulation, Federal Directive or Executive Order, or contribute to or  
32 cause the FTA to seek to terminate the ARRA Grant or Supplemental  
33 Grant or request the return of any funds provided to the COUNTY,  
34 whether made available to the MUNICIPALITY or not. The  
35 MUNICIPALITY will immediately remedy, at its sole cost and expense,  
36 any deficiency or violation of this Agreement, the Master Grant  
37 Agreement, the Common Grant Rules, FTA Circular 4220.1F, ARRA  
38 provisions and any Federal or State law, rule, regulation, guidance or  
39 executive order, upon notice of such from COUNTY.  
40

41 C. MUNICIPALITY agrees to separately identify the expenditures for  
42 Federal awards under the Recovery Act on the Schedule of Expenditures  
43 of Federal Awards (SEFA) and the Data Collection Form (SF-SAC)  
44 required by OMB Circular A-133. The MUNICIPALITY agrees to  
45 accomplish this by identifying expenditures for Federal awards made  
46 under Recovery Act separately on the SEFA, and a separate rows under  
47 Item 9 of Part III on the SF-SAC by CFDA number (20.507), and  
48 inclusion of the prefix "ARRA-" in identifying the name of the Federal  
49 program on the SEFA and as the first characters in item 9d of Part III on  
50 the SF-SAC.  
51

52 **7. No Additional Obligations:** The COUNTY shall have no funding obligation to  
53 the MUNICIPALITY in excess of the amount lawfully reimbursable under the  
54 Supplemental Grant referenced in paragraph 5 above; provided, that, FTA  
55 approves and COUNTY receives the Supplemental Grant to be used to fund the  
56 Project, and MUNICIPALITY satisfies the requirements of this Agreement and the  
57 applicable requirements of the Master Grant Agreement. COUNTY's sole

1 obligation to the MUNICIPALITY shall be to reimburse it for allowable expenses  
2 incurred in accordance with the provisions of this Agreement and State and  
3 Federal law and rules, regulations and guidances of the FTA. The COUNTY  
4 shall have no obligation to any other entity, contractor, or person who has  
5 contracted with the MUNICIPALITY for the performance of all or part of this  
6 Agreement, who is in anyway associated with MUNICIPALITY's performance of  
7 this Agreement, or who might benefit from the terms of this Agreement.  
8

- 9
- 10 8. **Site Plans, Bid Preparation, Installation, Maintenance and More:** The  
11 MUNICIPALITY shall present site plans that confirm that designs and locations  
12 (e.g., easements, right of way, etc.) have been secured and meet required  
13 specifications, in accordance with the Municipal Application for Transit  
14 Infrastructure Package attached hereto as Exhibit B. The MUNICIPALITY will  
15 submit the site plans and all other required documentation to Palm Tran within  
16 four (4) months from the effective date of this Agreement. The MUNICIPALITY's  
17 failure to present approvable site plans during this four (4) month time period  
18 may be deemed a material breach of contract and result in the termination of this  
19 Agreement for cause by the COUNTY upon five (5) days notice of such to the  
20 MUNICIPALITY, and/or cancellation of the Grant by FTA. The MUNICIPALITY  
21 shall be fully responsible for all activities and costs related to the design, the  
22 issuance of all permits, contract preparation, bidding, and contract administration  
23 for the Project, including all payments to contractors and suppliers, all of which  
24 shall be undertaken and performed by the MUNICIPALITY in conformity with the  
25 requirements of this Agreement and all applicable Federal, State, COUNTY and  
26 MUNICIPALITY laws and regulations. The MUNICIPALITY acknowledges and  
27 affirms its obligation to comply with all of the applicable procurement provisions  
28 of the Master Grant Agreement, including but not limited to those set forth in  
29 Section 15 of the Master Grant Agreement, and the requirements of FTA Circular  
30 4220.1F dated November 1, 2008, Rev. April 14, 2009, as they may be modified,  
31 replaced or amended from time to time. MUNICIPALITY agrees that it shall fulfill  
32 all of the obligations of the "Recipient" and "Subrecipient" of an FTA grant, unless  
33 relieved of a particular requirement in writing by COUNTY's contract  
34 representative or the particular requirement can only be performed by COUNTY.  
35 The MUNICIPALITY further agrees to install the TRANSIT  
36 INFRASTRUCTURE(s) in accordance with the plans, specification and costs as  
37 specified in the Transit Infrastructure Application, as approved by the COUNTY.  
38 Variations from the plans submitted by MUNICIPALITY shall require the  
39 COUNTY's prior written approval. The determination as to whether a variation is  
40 eligible for reimbursement is vested solely in the COUNTY. The MUNICIPALITY  
41 shall be fully responsible and liable for all TRANSIT INFRASTRUCTURE(s)  
42 acquired, constructed, installed and maintained hereunder, including the  
43 surrounding area and landscaping. The MUNICIPALITY shall obtain, provide  
44 and promptly pay for all labor, materials, supplies and services necessary for the  
45 acquisition, construction, installation and maintenance of the TRANSIT  
46 INFRASTRUCTURE(s).
- 47 9. **Signage:** Each TRANSIT INFRASTRUCTURE shall have a sign placed within it  
48 clearly indicating that the MUNICIPALITY or its contractor is responsible for all  
49 maintenance and cleaning, and each sign shall identify the telephone number to  
50 which complaints may be reported.  
51
- 52 10. **Non-Assignment:** The MUNICIPALITY shall not transfer title, lease, lien,  
53 pledge, encumber, convey, assign, sublet or transfer, in whole or in part, any or  
54 all of its rights, title to and interest in this Agreement or any TRANSIT  
55 INFRASTRUCTURE acquired, constructed, installed or maintained under this  
56 Agreement or the real property upon which the TRANSIT INFRASTRUCTURE is

1 installed, without first obtaining the prior written consent of the County, which  
2 consent may be withheld for any reason or no reason at all.  
3

4 **11. Continuing Control and Timely Completion:**  
5

6 A. The MUNICIPALITY agrees to maintain ownership, use and continuing  
7 control of the Project property, including all constructed improvements,  
8 (also referred to herein as the TRANSIT INFRASTRUCTURE) and the  
9 sites upon with the Project property is located, as required by the County  
10 in its sole determination, and in conformity with the requirements of the  
11 FTA. The MUNICIPALITY agrees to use Project property for appropriate  
12 Project purposes and for the duration of its useful life, which shall not be  
13 less than ten (10) years, as required by COUNTY and FTA. The  
14 MUNICIPALITY acknowledges the Federal government's continuing  
15 interest in the Project property, and agrees that it will not take any action  
16 that will adversely affect the Federal interest or impair its continuing  
17 control of the Project Property.  
18

19 B. MUNICIPALITY shall promptly commence performance of the Project,  
20 and shall perform expeditiously and without delay in accordance with  
21 FTA's requirements relating to the expenditure of ARRA and Section  
22 5307 funds. If the MUNICIPALITY unreasonably delays or fails to use the  
23 Project property during its useful life as required by COUNTY under this  
24 Agreement, the MUNICIPALITY agrees that it may be required to return  
25 all funds received from COUNTY expended on the Project.  
26

27 **12. Relocation or Removal of TRANSIT INFRASTRUCTURE:**  
28

29 A. Should a TRANSIT INFRASTRUCTURE need to be relocated as a result  
30 of an action of the MUNICIPALITY (e.g., roadway or right-of-way  
31 improvements, alterations or abandonments, traffic calming measures,  
32 street closure, and land use or development changes or approvals), an  
33 alternative site shall be made available by MUNICIPALITY for the  
34 remaining durable useful life of the TRANSIT INFRASTRUCTURE or the  
35 ten (10) year period described in paragraph 4 above, whichever is  
36 greater, and MUNICIPALITY's obligations under this Agreement shall be  
37 transferred to the relocated TRANSIT INFRASTRUCTURE and  
38 continued as described herein. The MUNICIPALITY shall be responsible  
39 for all of the costs of removing and relocating the TRANSIT  
40 INFRASTRUCTURE, including but not limited to the costs of restoration  
41 of the site, grass and landscaping. If the MUNICIPALITY fails to relocate  
42 any TRANSIT INFRASTRUCTURE within ninety (90) days of its removal  
43 from its site or COUNTY's determination that it should be relocated,  
44 whichever comes first, the MUNICIPALITY shall reimburse the COUNTY  
45 for all funds provided by the COUNTY for the acquisition, construction  
46 and installation of such TRANSIT INFRASTRUCTURE. All relocations to  
47 alternative sites must be pre-approved by the COUNTY.  
48

49 B. Should the COUNTY determine that a TRANSIT INFRASTRUCTURE  
50 needs to be removed and relocated solely as a result of COUNTY's  
51 decision to discontinue a Palm Tran bus route, the MUNICIPALITY shall  
52 provide the COUNTY with a written estimate of the cost of removal and  
53 relocation of the TRANSIT INFRASTRUCTURE. Upon the COUNTY's  
54 approval of the estimated cost, the MUNICIPALITY shall remove and  
55 relocate the TRANSIT INFRASTRUCTURE to an alternative site made  
56 available by MUNICIPALITY and approved by COUNTY. MUNICIPALITY  
57 shall restore the original site and be responsible for the costs of such

1 restoration. COUNTY shall reimburse the MUNICIPALITY for the  
2 approved estimated costs associated with the installation of the  
3 TRANSIT INFRASTRUCTURE at the alternative site. In the event the  
4 MUNICIPALITY fails to or is unable to identify an alternative site  
5 acceptable to COUNTY within the ninety (90) day period, the  
6 MUNICIPALITY may, if agreed to by COUNTY, transfer ownership of the  
7 TRANSIT INFRASTRUCTURE to COUNTY, for use elsewhere in  
8 COUNTY's public transit system.  
9

- 10 13. **Maintenance:** The MUNICIPALITY agrees to clean, repair and maintain, in  
11 good working order and condition and in full compliance with the requirements of  
12 this Agreement, the TRANSIT INFRASTRUCTURE(s) constructed at sites  
13 identified in Exhibit A (and any sites within the MUNICIPALITY to which such  
14 structures may have been relocated) and funded under this Agreement, for the  
15 greater of the durable useful life of the TRANSIT INFRASTRUCTURE or a period  
16 of ten (10) years. If any of the TRANSIT INFRASTRUCTURE remains in use  
17 thereafter, the MUNICIPALITY agrees that it will clean, repair and maintain the  
18 TRANSIT INFRASTRUCTURE in conformity with the provision of this Agreement  
19 and comply with all other provisions of the Agreement until all use of the  
20 TRANSIT INFRASTRUCTURE shall cease.  
21
- 22 14. **Failure to Maintain:** The MUNICIPALITY agrees that if the MUNICIPALITY fails  
23 to satisfactorily perform its obligations under this Agreement with regard to  
24 cleaning, trash and garbage removal, and the repair and maintenance of the  
25 TRANSIT INFRASTRUCTURE(s), the COUNTY shall have the right to remedy  
26 any deficiencies, immediately and without notice to MUNICIPALITY, including the  
27 removal of TRANSIT INFRASTRUCTURE, and MUNICIPALITY shall be  
28 responsible for all costs incurred by the COUNTY to remedy or correct the  
29 MUNICIPALITY's performance and/or any deficiency(ies). COUNTY will,  
30 however, generally endeavor (although it is not so required) to advise  
31 MUNICIPALITY of any deficiency prior to COUNTY undertaking such action.  
32
- 33 15. **TRANSIT INFRASTRUCTURE Standards:** All shelters acquired, constructed  
34 and installed with funds provided under this Agreement shall meet, conform to  
35 and satisfy the following minimum standards:  
36
- 37 A. Be durable, vandal-resistant, low maintenance, and remain structurally  
38 sound for the greater of the minimum ten (10) year period or the durable  
39 useful life, and at all times thereafter while they remain in use as  
40 TRANSIT INFRASTRUCTURE.  
41
  - 42 B. Be covered by a standing seam peaked roof design, curved roof design  
43 or COUNTY approved equal (no flat roof design) with an insulated roof  
44 either attached to and conforming to the roof pitch or installed so that the  
45 insulation creates a flat ceiling no less than 7-feet 6-inches (7'6") in  
46 height. Roof drainage and scuppering shall be to the rear or sides of the  
47 shelter.  
48
  - 49 C. Be designed to withstand current wind load code requirements. A  
50 registered engineer licensed in the State of Florida shall sign design  
51 calculations. The anchoring technique shall allow for minimal effort to  
52 remove and reinstall the shelter.  
53
  - 54 D. Have a minimum of two (2) sides (the back may be modified to allow  
55 wheelchair access) and an open front with sufficient roof coverage to  
56 protect the riders from the elements.  
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- E. Have seating for a minimum of two (2) adults and space for one (1) wheelchair. Seating shall be designed with anti-vagrant dividers. Seating shall either be secured to the concrete pad or to the Shelter.
  
- F. Be fully compliant with the Americans with Disabilities Act of 1990, as amended, and all implementing regulations, including but not limited to those set forth in 49 CFR Part 37, Appendix A. (such Act and its implementing regulations are referred to herein as the "ADA") and all Florida Statutes and rules and regulations of the Florida Department of Transportation, including but not limited to those set forth in the Florida Administrative Code, as they may be amended from time to time. The MUNICIPALITY further acknowledges and agrees that it shall comply with all of the requirements of FTA Circular 4220.1F (dated 11/1/2008, Rev. 4/14/2009) relating to accessibility, including but not limited to those identified in Sections 2.(g) and (h) of Chapter IV of the Circular, and all of the requirements of the Master Grant Agreement relating to Access for Individuals with Disabilities as described in Section 12(g) of the Master Agreement, as such requirements may be modified, replaced or amended from time to time. All surfaces, signage, telephones, wheelchair lift clear area (or landing pad) overhangs, ramp and pad accessibility, curb cuts and sidewalk modifications shall comply with the ADA. All shelter sites or locations shall be free of sidewalk furniture and benches, unless expressly allowed by COUNTY's contract representative in writing.
  
- G. Have a shelter foundation base which shall consist of a reinforced concrete slab at least six inches (6") thick extending six inches (6") beyond the shelter "foot-print" with a compatible paved ramp from the bus stop to the shelter.
  
- H. Be located at a current or proposed bus stop on an existing or proposed Palm Tran route; provided, that, the location has been approved by COUNTY's contract representative in writing.
  
- I. Be located so as to meet or exceed the prevailing setback or clear zone requirements and provide an unobstructed view of arriving vehicular traffic for standing and seated persons, in compliance with Florida law and all rules and regulations of the Florida Department of Transportation.
  
- J. Have a minimum three (3) foot clearance around the shelter and any adjacent sidewalk to provide for unrestricted pedestrian traffic. If located adjacent to a building, or other structure, the shelter design shall include a twelve-inch (12") clear space at the rear of the shelter to permit trash removal and cleaning.
  
- K. Be located no closer than two feet (2') between the back-face of the curb and the roof panels of the shelter to permit clear passage of bus and truck side mirrors.
  
- L. Be equipped with a free standing or pedestal mounted trash container with a minimum capacity of five (5) gallons.
  
- M. Be fully compliant with all State and Federal laws and all Florida Department of Transportation's rules and regulations as they may be amended from time to time.

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- N. Be equipped to display Palm Tran Route Schedule and System Map. COUNTY shall have the right to display information regarding Palm Tran and its services, and to use and install other information technology equipment and material as they may be used by Palm Tran from time to time.
  - O. All other TRANSIT INFRASTRUCTURE, not specifically addressed in subparagraphs A through N above, shall be constructed and installed in accordance with the requirements of COUNTY, and other applicable local governmental ordinances, and all State and Federal laws, rules, regulations and guidances.
16. **Maintenance Standards:** The MUNICIPALITY is solely responsible for the maintenance of the TRANSIT INFRASTRUCTURE as described in this Agreement. MUNICIPALITY shall comply with the following minimum standards regarding the cleaning, repair and maintenance of all TRANSIT INFRASTRUCTURE and the area surrounding a shelter site and the removal of all trash, garbage and debris:
- A. Each shelter shall be cleaned on all exposed surfaces and all graffiti, posters, advertisements, messages, signs, etc., excluding that required or permitted by COUNTY under this Agreement, shall be removed no less than once every two (2) weeks. All trash, garbage and debris shall be removed from each waste receptacle and the area surrounding the shelter at least bi-weekly or more frequently on an "as needed" basis.
  - B. The shelter ceiling (including any ceiling fixture(s), if applicable) shall be cleaned at least twice a year or more frequently as needed.
  - C. The shelter location grounds and area, within a fifteen (15) foot radius of the center or central most point of a shelter, shall be kept clean and free from all trash, garbage and debris, and any obstacle or condition which might create a danger to a member of the public using or accessing the shelter or the surrounding area.
  - D. Grass on the shelter location grounds shall be maintained and mowed as necessary, but no less than bi-weekly (every two weeks) during Spring, Summer and Fall, and at least once a month during the Winter.
  - E. All paintable surfaces, if any, of each shelter shall be re-painted or otherwise coated as needed.
  - F. Fluorescent bulbs, ballasts and photocells shall be replaced as needed to maintain shelter lighting.
  - G. Broken panels, bent or broken roof support posts, broken display panels, burned out lights, faulty ballasts, malfunctioning photo-cells, or any damaged components of any shelter shall be replaced within seventy-two (72) hours of notification, or during bi-weekly cleaning, whichever is earlier. The MUNICIPALITY shall secure the area should any hazardous safety situations arise, or remove the hazard within two (2) hours after learning of such situation, including receipt of notification from the COUNTY. All replacement parts shall be of the same quality and type or better than those originally installed.
  - H. Any damage, whether caused by vandals or otherwise, shall be immediately repaired and the shelter restored to its original condition, or

1 replaced, unless permission to do otherwise is received in writing from  
2 COUNTY's contract representative.  
3

- 4 17. **Lighting:** The MUNICIPALITY shall supply and pay for all installation and usage  
5 charges for any utility service supplied to a TRANSIT INFRASTRUCTURE.  
6 Each TRANSIT INFRASTRUCTURE shall be lighted from dusk to dawn.  
7 Lighting may be provided by either solar power or supplied from a conventional  
8 public utility. Power supplied by a conventional public utility will be Ground Fault  
9 Interrupter (GFI) protected.  
10
- 11 18. **Advertisements:** If the MUNICIPALITY decides to permit advertising, all  
12 advertising materials, advertisements and manner of presentation shall be  
13 consistent with the requirements and standards established in the COUNTY's  
14 contract with its current third party bus shelter program contractor (currently CBS,  
15 Outdoors, Inc.) as they may be replaced, modified or amended from time to time.  
16 The MUNICIPALITY acknowledges its receipt of the current requirements and  
17 standards. The MUNICIPALITY affirms that any TRANSIT INFRASTRUCTRE  
18 constructed hereunder shall not be used or designated as a "public forum" or  
19 "limited public forum". All TRANSIT INFRASTRUCTURE shall constitute a  
20 nonpublic forum.  
21
- 22 19. **Incorporation of Federal and State Requirements – Exhibits C & D:** The  
23 MUNICIPALITY agrees that the Project will be carried out in compliance with all  
24 of the requirements described in Exhibits C and D which are attached to this  
25 Agreement and made a part hereof. These requirements are hereby expressly  
26 made applicable to the MUNICIPALITY whether identified as an obligation of the  
27 "contractor" or the "Municipality" in said exhibits, unless such requirement(s)  
28 could not reasonably be performed by the MUNICIPALITY or the MUNICIPALITY  
29 is relieved, in writing, of such obligation by COUNTY. In addition, the  
30 MUNICIPALITY shall incorporate all Federal and State contracting clauses set  
31 forth in Exhibits C & D, into all third party contracts and subcontracts related to  
32 this Agreement, including but not limited to the design, acquisition, construction,  
33 installation, and maintenance of the TRANSIT INFRASTRUCTURE(s) funded  
34 hereunder. (Such contracting clauses may be modified only to the extent  
35 expressly set forth in Exhibits C and D, or as may be authorized by COUNTY's  
36 contract representative to obtain conformity with the requirements of Circular  
37 4220.1F dated 11/1/2008, Rev. 4/14/2009, the Common Grant Rules, the Master  
38 Grant Agreement, ARRA provisions or other Federal law, rule, requirement,  
39 regulation, guidance or executive order applicable to the Project.) The  
40 MUNICIPALITY understands and agrees that it must comply with all applicable  
41 Federal laws and regulations, and follow all applicable Federal directives. Any  
42 violation by MUNICIPALITY of a State or Federal law, regulation or rule or  
43 Federal guidance or Executive Order, or failure to follow a Federal directive  
44 applicable to the Project may be deemed a material breach of contract, resulting  
45 in the termination of this Agreement, and/or penalties to the violating party.  
46
- 47 20. **Third Party Contractors:** The MUNICIPALITY shall require each contractor  
48 engaged to perform any work or services associated with this Agreement to:  
49
- 50 A. Obtain and maintain Workers' Compensation coverage in accordance  
51 with the requirements of Florida law.  
52
- 53 B. Obtain and maintain Commercial General Liability coverage, including  
54 vehicle coverage, in combined single limits of not less than ONE  
55 MILLION AND 00/100 DOLLARS (\$1,000,000.00).  
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C. The MUNICIPALITY shall require each contractor to save, defend, indemnify and hold harmless the MUNICIPALITY, COUNTY and Palm Tran, Inc., their respective directors, officers, employees, servants or agents from any and all liability which might inure to MUNICIPALITY, COUNTY or Palm Tran, Inc. as a result of or related to the contractor's performance or failure to perform any of its duties or obligations under its contract with MUNICIPALITY. The MUNICIPALITY shall include the following provisions in all third party contracts:

1. Contractor agrees to protect, defend, reimburse, save, indemnify and hold the MUNICIPALITY, COUNTY and Palm Tran, Inc., their successors or assigns, and their respective directors, officers, employees, servants and agents, free and harmless at all times from and against any and all suits, actions, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature arising out of or related to the design, construction, installation, cleaning, repair or maintenance of the TRANSIT INFRASTRUCTURE (s) and the landscaping and surrounding area and whether directly or indirectly caused, occasioned or contributed to, in whole or in part, by reason of any act, omission, fault or negligence, whether active or passive, of the MUNICIPALITY, COUNTY or Palm Tran, Inc., or anyone acting under their direction or control.

2. The contractor further agrees to indemnify, defend, save and hold harmless the MUNICIPALITY, COUNTY and Palm Tran, Inc., their respective directors, officers, agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the contractor not included in the paragraph above and for which the MUNICIPALITY, COUNTY or Palm Tran, Inc., or their respective directors, officers, agents, servants or employees are alleged to be liable.

3. Contractor's hold harmless and indemnity obligations shall apply to the fullest extent permitted by law. Contractor's obligations hereunder shall include and encompass any liability which may inure or accrue to the MUNICIPALITY, COUNTY or Palm Tran, Inc. as a result of contractor's performance or failure to perform its contract with the MUNICIPALITY.

4. Any compromise or settlement of any claim or satisfaction of judgment by contractor for itself, MUNICIPALITY, COUNTY or Palm Tran, Inc. shall not relieve contractor of its obligations to any entity not included within or made a party to such settlement or satisfaction.

D. Incorporate into its subcontracts, the Federal and State contract clauses identified in Exhibits C and D that are required, in accordance with the Master Grant Agreement, Common Gran Rules, Circular 4220.1F, as amended, Federal or State law, rules, regulations, guidances, or directives, to flow down to its third party contractors and/or lower tier subcontractors.



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21. **Ownership and Right to Use:**
- A. The MUNICIPALITY agrees that title to and ownership of each TRANSIT INFRASTRUCTURE acquired, constructed and installed with funds provided under this Agreement is vested in the MUNICIPALITY subject to the COUNTY's and FTA's rights or interests described in this Agreement, the Master Grant Agreement, the Common Grant Rules and FTA Circular 4220.1F dated 11/01/2008 and Rev. 04/14/2009.
  - B. MUNICIPALITY hereby expressly grants and conveys to COUNTY a perpetual irrevocable and exclusive (except that it maybe non-exclusive to the extent required to enable the MUNICIPALITY to fulfill its obligations under this Agreement, with the consent of the County's contract representative) right, privilege, permit and license to construct, install, improve, remove, maintain, access and use any TRANSIT INFRASTRUCTURE(s), including the right of way or easement area upon which the TRANSIT INFRASTRUCTURE is installed, for a public transit stop, passenger waiting area or transfer location, and any other use consistent with or accessory to the COUNTY's public transportation related use(s) of the TRANSIT INFRASTRUCTURE(s) and the surrounding area. Such other uses may include but are not limited to trash receptacles, bike racks, advertising, informational signage, lighting, landscaping and pavers.
  - C. All TRANSIT INFRASTRUCTRE shall be located within the public rights-of-way or upon other real property which is subject to an easement in favor of the MUNICIPALITY and/or COUNTY for the purposes of this Agreement. Any exception to this requirement will require the prior written consent of the COUNTY's contract representative and the determination that the COUNTY's and/or the MUNICIPALITY's rights or interest in the real property upon which the MUNICIPALITY desires to install TRANSIT INFRASTRUCTURE, is adequate to protect the COUNTY's and the FTA's interest in the Project and to maintain continuing control over the TRANSIT INFRASTRUCTURE. The MUNICIPALITY shall have or obtain, and shall maintain the right to access and use the real property upon which the TRANSIT INFRASTRUCTURE is located and to grant to the COUNTY the rights, privileges, permit and license described in this Agreement.
22. **Installation:** The installation of any TRANSIT INFRASTRUCTURE funded, under this Agreement shall be completed and final invoices submitted to the COUNTY within eighteen (18) months from execution of this Agreement or such additional period permitted in writing by COUNTY's contract representative. The COUNTY shall have no obligation to the MUNICIPALITY or any other entity or person for any cost incurred thereafter. MUNICIPALITY shall not permit any third party contractor to lien or encumber, in any form or manner, any TRANSIT INFRASTRUCTURE installed under this Agreement, or any interest therein, in whole or in part, or the real property upon which a TRANSIT INFRASTRUCTURE is installed, or to otherwise impair or interfere with any rights or interests the MUNICIPALITY, COUNTY or the FTA has in any TRANSIT INFRASTRUCTURE or the sites upon which any is located.
23. **Invoicing:** Invoices shall be itemized in sufficient detail for pre-payment audit thereof, and shall be supported by copies of the corresponding paid contractor invoices and substantiate proof of payment and performance. The MUNICIPALITY shall certify that the expenditures for which each reimbursement is sought were proper, lawful, and made in accordance with the requirements of

1 this Agreement, the Master Grant Agreement, Common Grant Rules and FTA  
2 Circular 4220.1F dated 11/01/2008 and Rev. 4/14/2009. The MUNICIPALITY  
3 shall supply any other documentation requested by the COUNTY. All invoices  
4 for reimbursement must contain the following:  
5

- 6 A. One copy of the structural plans for each TRANSIT INFRASTRUCTURE  
7 signed by a registered engineer licensed by the State of Florida. (This  
8 may be waived by COUNTY, if the shelter selected, as part of the  
9 TRANSIT INFRASTRUCTURE, is the COUNTY's standard shelter  
10 design).  
11  
12 B. A project closeout summary supported by paid invoices, checks, or other  
13 documentation which is sufficient in form and detail to provide verification  
14 that the services and/or materials have been performed and/or received  
15 and paid for by the MUNICIPALITY, and any other documentation  
16 required by the Clerk & Comptroller of the COUNTY to enable her to  
17 perform her pre-audit functions. Any in-kind materials and/or labor,  
18 acceptable for reimbursement under this Agreement, which is included  
19 as part of the costs must be reasonably documented, including payroll  
20 documentation.  
21  
22 C. Any right-of-way, easement (or other interest consented to by COUNTY)  
23 documentation including a site drawing with dimensions indicating the  
24 placement of the shelter in right-of way and any additional sidewalk area  
25 added as part of the installation, if different from the approved site plans.  
26  
27 D. A copy of any permits issued as well as a copy of completed foundation  
28 and electrical inspections.  
29

30 Invoices received from the MUNICIPALITY will be reviewed and, as appropriate,  
31 approved by the COUNTY's contract representative or his designee, indicating  
32 that the expenditures have been made in conformity with the requirements of this  
33 Agreement. Thereafter, they will be sent to COUNTY's Finance Department for  
34 final approval and payment. Invoices will normally be paid within sixty (60) days  
35 following approval.  
36

- 37 24. **Repayment:** The MUNICIPALITY shall repay the COUNTY for all excess  
38 payments, disallowed costs, amounts recovered from third parties or other  
39 sources, and all unauthorized, impermissible, illegal or unlawful expenditures for  
40 which the MUNICIPALITY was reimbursed, including those discovered after the  
41 expiration or termination of this Agreement. Any funds to be repaid to COUNTY,  
42 the FTA or the Federal Government, plus any applicable interest, penalties or  
43 administrative charges, are to be repaid within ten (10) days of COUNTY's  
44 demand for repayment by delivering to COUNTY's contract representative a  
45 certified check for the total amount due and payable. Nothing contained herein  
46 shall act as a limitation of the COUNTY's or the FTA's or the Federal  
47 Government's right to be repaid, as a waiver of any rights the COUNTY, the FTA  
48 or the Federal Government had, have, or may have, or shall preclude the  
49 COUNTY, the FTA or the Federal Government from pursuing any other remedy,  
50 whether legal or equitable, under law or the Master Grant Agreement.  
51

52 25. **Records, Audits and Reports:**

- 53  
54 A. The MUNICIPALITY shall maintain and shall require all of its contractors  
55 to maintain, in Palm Beach County, adequate records to justify all  
56 charges, expenses, and costs incurred for at least three (3) years after  
57 final payment by the COUNTY. Such records shall include all checks,

1 payrolls, invoices, contracts, vouchers, orders or other accounting  
2 documents related to the Project and they shall be readily accessible and  
3 promptly made available to COUNTY, the FTA, Inspector General, or  
4 other officer or agent of the COUNTY or the Federal Government. Such  
5 records shall support all costs charged to the Project and describe in  
6 detail the nature and propriety of the charges. The MUNICIPALITY shall  
7 provide all reports, records and access to records in conformity with the  
8 requirements of Sections 7 and 8 of the Master Grant Agreement. Upon  
9 the request of COUNTY, the MUNICIPALITY will assist with any  
10 examination or audit of the Project which may be undertaken by the  
11 COUNTY, FTA, Inspector General or representative(s) of the Federal  
12 Government.  
13

14 B. The MUNICIPALITY further agrees that it will provide all data,  
15 information, certifications, or reports requested by COUNTY, Palm Tran,  
16 FTA, or the Federal government. The MUNICIPALITY will cooperate  
17 and assist the COUNTY and Palm Tran, with the COUNTY's or Palm  
18 Tran's preparation of any certifications, records or reports and will furnish  
19 any certifications, documents or reports requested. In this regard, the  
20 MUNICIPALITY agrees that it will comply with all requirements of the  
21 FTA or Federal Government relating, in any manner, to the funds  
22 provided under this Agreement. As a subrecipient of FTA or ARRA  
23 Grant funds, the MUNICIPALITY agrees that it will submit all information,  
24 data and reports required for compliance with ARRA, and any other  
25 Federal law, rule, regulation, guidance or directive, to the COUNTY  
26 within five (5) days of the last day of each quarter in a calendar year.  
27 The ARRA reporting obligations which MUNICIPALITY must comply with  
28 are described in Part C of Exhibit C. Model forms to be used to fulfill  
29 the reporting requirements are identified as Exhibits 9 and 10 and  
30 attached to Exhibit C, Federal Certifications and Representations.  
31 MUNICIPALITY agrees that the Project will be carried out in conformity  
32 with all of the requirements and obligations described in Exhibits C and  
33 D. These requirements and obligations are hereby made applicable to  
34 the MUNICIPALITY, regardless of whether they are identified as  
35 obligations or duties of the MUNICIPALITY or Contractor, unless such  
36 requirement could not be performed by the MUNICIPALITY, and the  
37 MUNICIPALITY is relieved, in writing of such obligation by COUNTY.  
38

39 C. MUNICIPALITY acknowledges that the Federal government and FTA  
40 continue to impose additional requirements upon the use of ARRA funds.  
41 MUNICIPALITY agrees to be bound by and to comply with all  
42 requirements relating, in any manner whatsoever, to its use of ARRA  
43 funds, whether identified in this Agreement or any of the exhibits  
44 attached hereto and whether such requirements have been promulgated  
45 at the time this Agreement is entered into by the parties.  
46

47 **26. Independent Contractor and Indemnification:**

48  
49 A. The MUNICIPALITY recognizes and agrees that it is an independent  
50 contractor, and not an agent or servant of the COUNTY or Palm Tran,  
51 Inc. MUNICIPALITY shall not represent that it is or hold itself out as an  
52 agent or volunteer of COUNTY or Palm Tran, Inc. and shall prohibit it  
53 third party contractors and subcontractors from representing or holding  
54 themselves out as an agent or volunteer of the COUNTY or Palm Tran,  
55 Inc.  
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B. The MUNICIPALITY agrees, to the extent permitted by law, and not exceeding the limits set forth in 768.28, to indemnify, defend, save and hold harmless the COUNTY and Palm Tran, Inc., their respective officers, directors, employees, servants or agents from and against any and all claims, suits, actions, damages, liabilities, interest, attorney's fees, costs and expenses of any type whatsoever arising out of or relating to the acquisition, construction, installation, cleaning, repair, existence, usage or maintenance of the TRANSIT INFRASTRUCTURE(s) or any activity, service or item which is the responsibility of the MUNICIPALITY as such activity, service or item may be related to this Agreement. The MUNICIPALITY agrees to pay all costs, attorney's fees and expenses incurred by the COUNTY or Palm Tran, Inc., or their respective officers, employees, servants or agents in connection with such claims, liabilities or suits, except those which are incurred due to the negligence of the COUNTY as such negligence relates to the funds provided by COUNTY under this Agreement.

C. The parties to this Agreement shall not be deemed to assume any liability for the wrongful acts or omissions of the other party. Nothing contained in this Agreement shall act as a waiver of either party's sovereign immunity in excess of that waived by the State in Section 768.28, F.S.

27. **Nondiscrimination:** The MUNICIPALITY represents and warrants that it will not discriminate in its performance of this Agreement and that its employees and members of the public utilizing the Project will be treated equally and without regard to race, color, age, sex, national origin, ancestry, marital status, sexual orientation, gender identity & expression, handicap, disability, or religion and shall not be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out under this Agreement. The Recipient agrees to comply with all State and Federal laws, rules, and regulations prohibiting discrimination. The MUNICIPALITY acknowledges and affirms its agreement to comply with all Federal laws, rules, regulations and directives including but not limited to the civil rights laws, regulations, directives, guidances, and orders described in Section 12 of the Master Grant Agreement.

28. **Remedies:** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now, or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy shall preclude any other or further exercise thereof.

29. **Enforcement:** Any costs or expenses, including reasonable attorney's fees, associated with the enforcement of the terms and conditions of this Agreement shall be borne by the party incurring such cost or expense.

30. **Notice of Accidents, Claims or Suit:** The MUNICIPALITY will promptly notify its insurer and the COUNTY of any accident, injury, claim, or related complaint, claim, suit, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Upon the request of COUNTY, the MUNICIPALITY will provide all information, in its or its contractors' possession, related to the accident, injury, claim, or lawsuit, including but not limited to the date, time, place, and circumstances, and the names and addresses of the people involved and the owners of property damaged. The

MUNICIPALITY shall fully cooperate with the COUNTY and Palm Tran, Inc., and their respective officers, employees, servants or agents, in any investigation either may conduct and with the defense of any claim or suit in which either is named. The MUNICIPALITY shall do nothing to impair or invalidate any applicable insurance coverage.

31. **Default and Termination:** The parties expressly covenant and agree that a party's failure to comply with any of its obligations under this Agreement is a breach and event of default. The party not in default shall provide the defaulting party written notice of the default and ten (10) days to cure (or such lesser period as may be provided elsewhere in this Agreement) before declaring a default and exercising any of its rights. Nothing contained in this paragraph shall, however, preclude or prevent the COUNTY from exercising its right to remedy any deficiency, including but not limited to those described in paragraph 14 of this Agreement. COUNTY shall have the right to immediately remedy any such deficiency, with or without notice to MUNICIPALITY, and MUNICIPALITY shall be responsible for all costs incurred by COUNTY to correct the deficiency. COUNTY shall also have the right to terminate this Agreement for convenience when it is in the best interests of the County upon five (5) days notice to MUNICIPALITY. Should the COUNTY's terminate this Agreement for convenience, MUNICIPALITY's rights shall be limited to and no greater than those of its contractor(s) as described in number 13 of Part B of the Federal Certifications and Representations attached to this Agreement as Exhibit C.

32. **Entirety of Agreement:** This Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. Except as expressly permitted herein to the contrary, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

33. **Joint Preparation:** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial interpretation, be construed more severely against one of the parties than the other.

34. **Captions:** The captions and section or paragraph designations set forth in this Agreement are for convenience only and shall have no substantive meaning.

35. **Notice:** All notices required to be given under this Agreement shall be addressed as follows and sent by U.S. mail, return receipt requested:

As to COUNTY

Palm Tran  
Attn: Executive Director  
3201 Electronics Way  
West Palm Beach, Florida 33407

As to MUNICIPALITY

City of Delray Beach  
Attn: City Engineer  
434 S. Swinton Avenue  
Delray Beach, FL 33444

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- 36. **Annual Appropriation:** The COUNTY's performance and obligation under this Agreement is contingent upon the award of Grant Amendment FL-96-X026-001, County's receipt of the ARRA Grant and Supplemental Grant funds and a budgetary appropriation by County's Board of County Commissioners for the purposes described in this Agreement. In addition, COUNTY shall not be obligated to perform and/or reimburse the MUNICIPALITY for any costs and expenses MUNICIPALITY has incurred if the FTA does not approve this Agreement, determines that the reimbursement sought is not an eligible or allowable Project cost, modifies or amends the Supplemental Grant or Master Grant Agreement so that such costs are not allowable, or terminates the ARRA Grant or Supplemental Grant. MUNICIPALITY expressly waives and releases the COUNTY from liability, of any kind or nature, as a result of the occurrence of any of the foregoing events. MUNICIPALITY affirms that its governing body intends to appropriate all funds received hereunder for the purposes of this Agreement.
- 37. **Third Party Beneficiaries:** This Agreement confers no rights on anyone other than the MUNICIPALITY, COUNTY, Palm Tran, the FTA, Inspector General or officers or agents of the State or Federal government, and is not otherwise intended to be a third party beneficiary agreement. Notwithstanding anything contained in this Agreement, no contractor, third party contractor or subcontractor, including but not limited to any disadvantaged business enterprise (DBE), utilized by MUNICIPALITY's third party contractor or subcontractors, shall be deemed to be in privity of contract with COUNTY or a third party beneficiary of COUNTY under this Agreement. No contractor or third party contractor, including any DBE, shall have the right to enforce any of COUNTY's obligations under this Agreement or under any law, rule, regulation, guidance, or directive of the State or Federal government, including but not limited to the DBE regulations at 49 CFR Part 26.
- 38. **No Waiver:** No waiver of any provision(s) of this Agreement shall be effective unless it is in writing signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver.
- 39. **Severability:** Should any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such holding shall not affect the remaining portions of this Agreement.
- 40. **Survivability:** Any provision of this Agreement which is a continuing nature or imposes an obligation which extends beyond the expiration or termination of this Agreement shall survive its expiration or termination.
- 41. **Compliance with Laws:** The MUNICIPALITY shall abide by all applicable laws, orders, rules and regulations of the MUNICIPALITY, COUNTY and State and Federal governments, and the MUNICIPALITY shall comply with all applicable governmental landscaping, building, development and permitting codes and/or requirements in the construction, installation, maintenance, cleaning, repair and replacement of the TRANSIT INFRASTRUCTURE(s).
- 42. **Filing:** A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

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**PENDING DELRAY BEACH EXECUTION**  
**Executed Agreement will be**  
**submitted prior to May 18, 2010.**

1           IN WITNESS WHERE OF, the parties have executed this Interlocal (Grant) Agreement  
2 and it is effective on the date first above written.  
3

4 Palm Beach County, Florida, by its  
5 Board of County Commissioners  
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City of Delray Beach, Florida

8  
9 By: \_\_\_\_\_  
10 Chair

By: \_\_\_\_\_  
Mayor

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14 Attest:  
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16 Sharon R. Block, Clerk & Comptroller  
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Attest:

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19 By: \_\_\_\_\_  
20 Deputy Clerk  
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By: \_\_\_\_\_  
Municipal Clerk

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26 Approved as to Terms and Conditions  
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30 By: \_\_\_\_\_  
31 Chuck Cohen, Executive Director  
32 Palm Tran  
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35 Approved as to Form  
36 and Legal Sufficiency  
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Approved as to Form  
and Legal Sufficiency

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County Attorney

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City Attorney

**PENDING DELRAY BEACH EXECUTION**

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**Exhibit "A"**  
to the  
**Interlocal (Grant) Agreement for Funding of  
Transit Capital Assistance  
in the City of Delray Beach**

The following Enhancement of Transit Infrastructure will be constructed within the jurisdictional boundaries of the MUNICIPALITY and be funded, by this Interlocal Agreement.

(Remainder of Page Intentionally Left Blank)



**DOT**



**FTA**

U.S. Department of Transportation

Federal Transit Administration

**Application**

Recipient ID:	1098
Recipient Name:	PALM BEACH CO BD OF COMMISSIONERS - PALM BEACH CO TRANSIT AUTHORITY
Project ID:	FL-96-X026-01
Budget Number:	2 - Budget Approved
Project Information:	ARRA 25 Buses, Facility, Shelters, OA (01)

**Part 1: Recipient Information**

Project Number:	FL-96-X026-01
Recipient ID:	1098
Recipient Name:	PALM BEACH CO BD OF COMMISSIONERS - PALM BEACH CO TRANSIT AUTHORITY
Address:	3201 ELECTRONICS WAY , WEST PALM BEACH, FL 33407 4618
Telephone:	(561) 841-4200
Facsimile:	(561) 841-4291

**Union Information**

Recipient ID:	1098
Union Name:	AMALGAMATED TRANSIT UNION LOCAL 1577
Address 1:	Legal Department
Address 2:	5025 Wisconsin Avenue, NW
City:	Washington, DC 20016
Contact Name:	Leo Wetzel
Telephone:	(202) 537-1645
Facsimile:	(202) 244-7824
E-mail:	lw@atu.org
Website:	

**Part 2: Project Information**

Project Type:	Grant	Gross Project Cost:		\$4,090,245
Project Number:	FL-96-X026-01	Adjustment Amt:		\$0
Project Description:	ARRA 25 Buses, Facility, Shelters, OA (01)	Total Eligible Cost:		\$4,090,245
		Total FTA Amt:		\$4,090,245
Recipient Type:	County Agency	Total State Amt:		\$0
FTA Project Mgr:	Francis Alomia 404-865-5638	Total Local Amt:		\$0
Recipient Contact:	Claudia Salazar 561-841-4241	Other Federal Amt:		\$0
New/Amendment:	None Specified	Special Cond Amt:		\$0
Amend Reason:	Increase Award			
		Special Condition:	None Specified	
Fed Dom Asst. #:	20507	S.C. Tgt. Date:	None Specified	
Sec. of Statute:	5307-4	S.C. Eff. Date:	None Specified	
State Appl. ID:	None Specified	Est. Oblig Date:	None Specified	
Start/End Date:	Apr. 01, 2009 - Sep. 30, 2012	Pre-Award Authority?:	Yes	
Recvd. By State:	Nov. 10, 2009	Fed. Debt Authority?:	No	
EO 12372 Rev:	YES	Final Budget?:	No	
Review Date:	None Specified			
Planning Grant?:	NO			
Program Date (STIP/UPWP/FTA Prm Plan) :	Oct. 01, 2008			
Program Page:	1285			
Application Type:	Electronic			
Supp. Agreement?:	No			
Debt. Delinq. Details:				

### Urbanized Areas

UZA ID	UZA Name
120180	MIAMI, FL

### Congressional Districts

State ID	District Code	District Official
12	16	Thomas J Rooney
12	19	Robert I Wexler
12	22	Ron Klein

12	23	Alcee L Hastings
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### Project Details

Amendment #1 - 10/20/2009

First Amendment to Grant FL-96-X026-00

Palm Beach County has been awarded 81% or \$17,145,000 of the \$21,235,245 allocated under the Public Transportation Capital Assistance under the American Recovery and Reinvestment Act (ARRA). Amendment FL-96-X026-01 requests the remainder 19% or \$4,090,245 of the total allocation.

Palm Tran on behalf of Palm Beach County is submitting the following amendment to the ARRA Grant.

A new Scope and Activity Line Item has been added for Operating Assistance in the amount of \$2,123,500. On June 24, 2009; President Obama signed the Supplemental Appropriations Act for 2009. This new law included a provision allowing up to ten percent of the amount apportioned in the Recovery Act for the urbanized (Section 5307) formula programs to be used for operating assistance.

A new Scope and Activity Line Item has been added for Transit Enhancements, construction of shelters, in the City of Delray Beach; in the amount of \$373,750.

Line item 11.43.02:

Budget has been increased by \$118,445 and changed from \$3,000,000 to \$3,118,445.

Line item 11.12.01: Hybrid Electric

Budget has been increased by \$1,257,000 and changed from \$6,515,000 to \$7,772,000. The item covers the difference in cost from a diesel bus to a hybrid electric bus of \$209,500 per bus. The total amount of buses remains at 25 but the additional funds allow to change the purchase order from 10 hybrids to 16 hybrids and from 15 diesels to 9 diesel buses.

Line Item 11.12.40:

Budget has been increased by \$217,550 and changed from \$500,000 to \$717,550. Palm Beach County has awarded a contract for the purchase of Motor Fans to increase gas mileage in diesel buses. The increase in funds allows for the purchase of 10 additional motor fans, total quantity was changed from 25 to 35.

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FL-96-X026-00 Submitted 6/10/2009

Awarded 8/13/2009

Executed 8/17/2009

Grant Application for Public Transportation Capital Assistance funds allocated to Palm Beach County under the American Recovery and Reinvestment Act (ARRA) of 2009 in the amount of \$21,235,245.

May 2009 Application is for \$17,145,000 (81% of allocation)

Palm Tran on behalf of Palm Beach County will submit a grant application for the projects that currently meet all federal conditions to obligate the funds, and when all other projects meet the federal conditions the ARRA grant will be amended to include the remaining projects.

1) Belle Glade Facility; 3) Palm Tran Replacement Buses; 4) Capital Maintenance Items; 5) Security; 6) Transit Enhancements – City of Delray Beach Shelters; ARRA capital projects are funded at 100% cost for the federal share, no match funds are required.

Belle Glade Facility Construction: FTA granted on August 11, 2008 a Finding of No Significant Impact (FONSI) for this project based on the Environmental Assessment (EA) submitted to FTA. The EA details the project will not include land acquisitions or displacements of residences or business.

Federal Funding allocated for the Belle Glade Facility over the past four years totals \$7,419,270. \$75,545 have already been spent on the design process, and the construction cost of the Belle Glade Facility is currently estimated at \$5,761,930, ARRA funds will be used for the construction costs of the Belle Glade Facility. All costs for engineering, design and remaining construction costs will be fully funded by Federal Grants FY06-5309 FL-04-0002 \$666,250; FY07-5309 FL-04-0026 \$702,240; FY08-5309 FL-04-0060 \$760,760; FY08-5307 FL-90-X673 \$1,500,000; FY09-5309 FL-04-0094 \$790,020 and \$3,000,000 from this Stimulus ARRA Grant. Once construction is completed, the remaining federal funds will be used to outfit the facility with the necessary, equipment, maintenance supplies, furnishings, electronics and supplies to make this maintenance facility operational.

Florida Department of Transportation has posted a detailed report for ARRA projects under:

[ftp://ftp.dot.state.fl.us/LTS/CO/OfficeOfWorkProgram/STIP\\_ARRA\\_2009.pdf](ftp://ftp.dot.state.fl.us/LTS/CO/OfficeOfWorkProgram/STIP_ARRA_2009.pdf)  
Page 66 lists the allocation for Palm Tran under project number: 4264001

Palm Beach County Acknowledges the Special Conditions associated with ARRA funding:  
On April 21st, Palm Tran presented to the Board of County Commissioners the application for ARRA funding and disclosed to the Board the Special conditions as posted on the Federal Register of March 5th 2009. During this public hearing Board meeting the Board:

(A) Approved the filing of the Federal Transit Administration (FTA) Grant Application for Public Transportation Capital Assistance funds allocated to Palm Beach County under the American Recovery and Reinvestment Act (ARRA) of 2009 in the amount of \$21,235,245; and

(B) Authorized the Palm Tran Director or Assistant Executive Director through the County Administrator to execute, on behalf of the Board, and to transmit electronically the Board's approval of the ARRA grant award;

The agenda item included the following paragraph:

The authority delegated to the Director and Assistant Director of Palm Tran to execute grant(s) awarded under the ARRA, on behalf of the Board, as set forth in the Motion and Title above, will also bind the Board to the terms and conditions made applicable to grants awarded under the ARRA as described in the American Recovery and Reinvestment Act of 2009 Public Transportation Apportionments, Allocations and Grant Program Information Notice published by the Department of Transportation, Federal Transit Administration, in Vol. 74, beginning on page 9656, of the Federal Register (No 42/Thursday, March 5, 2009).

The Board of County Commissioners also understands that after approval of this grant, and upon Execution of the Grant Agreement, the following documents will be incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(15), October 1, 2008,
- (2) The Certifications and Assurances applicable to the Project that the Grantee has selected and provided to FTA.

The Board of County Commissioners on December 16, 2008 approved The Federal FY 2009 Master Agreement and Certifications and Assurances to be used in connection with all Federal assistance programs the Federal Transit Administration (FTA) administers during Federal Fiscal Year 2009.

Section 15 (Procurement) of the Master Agreement approved by the Board reads: The Recipient also

agrees to follow the provisions of FTA Circular 4220.1F, "Third Party Contracting Guidance," November 1, 2008, and any later revision thereto, except to the extent FTA determines otherwise in writing. The Recipient agrees that it may not use FTA assistance to support its third party procurements unless there is satisfactory compliance with Federal laws and regulations.

Furthermore the current purchasing policy reads:

It is the policy of Palm Tran that the procurement of goods and services be accomplished in such a way as to ensure fair and open competition among participating vendors. These policies and procedures are intended to be consistent with the regulations of the Federal Transit Administration FTA Circular 4220.1F and the Florida Department of Transportation (FDOT).

FTA – Program Manager  
Margarita M. Sandberg  
Program Manager / General Engineer  
US Department of Transportation  
Federal Transit Administration, Region IV  
230 Peachtree Street, NW, Suite 800  
Atlanta, GA 30303-1512  
Tel: (404) 865-5612 / Fax: (404) 865-5605  
margarita.sandberg@dot.gov

Recipient Contact:  
Claudia Salazar  
Grants Coordinator  
Palm Tran  
3201 Electronics Way  
West Palm Beach, FL 33407  
Palm Beach County

(561) 841-4241  
(561) 656-7743 - Fax

csalazar@pbcgov.org

### **Earmarks**

#### **Earmark Details**

Earmark ID	Earmark Name	Orig. Balance	Amount Applied
D2009-ERUF-0001	ARRA Urbanized Area Formula	\$5,967,852,039	\$4,090,245

**Number of Earmarks: 1**

**Total Amount Applied: \$4,090,245**

**Date Sent for Release: 12/8/2009 4:14:15 PM**

**Date Released: 1/26/2010**

## Security

Yes – We will expend 1% or more of the 5307 funds in this grant application for security purposes. Please list security-related projects in the project budget and summarize them in the non-add scope code 991.

## Part 3: Budget

### Project Budget

	<u>Quantity</u>	<u>FTA Amount</u>	<u>Tot. Elig. Cost</u>
<u>SCOPE</u>			
300-00 OPERATING ASSISTANCE	0	\$2,123,500.00	\$2,123,500.00
<u>ACTIVITY</u>			
30.09.01 UP TO 100% FEDERAL SHARE	0	\$2,123,500.00	\$2,123,500.00
<u>SCOPE</u>			
119-00 TRANSIT ENHANCEMENTS (BUS)	25	\$373,750.00	\$373,750.00
<u>ACTIVITY</u>			
11.93.02 CONSTRUCTION - BUS SHELTERS	25	\$373,750.00	\$373,750.00
<u>SCOPE</u>			
114-00 BUS: SUPPORT EQUIP AND FACILITIES	0	\$3,618,445.00	\$3,618,445.00
<u>ACTIVITY</u>			
11.43.09 CONSTRUCT - MOBILE SURVEILL/SECURITY EQUIP Facility	0	\$500,000.00	\$500,000.00
11.43.02 CONSTRUCT - MAINTENANCE FACILITY	0	\$3,118,445.00	\$3,118,445.00
<u>SCOPE</u>			
111-00 BUS - ROLLING STOCK	60	\$15,119,550.00	\$15,119,550.00
<u>ACTIVITY</u>			
11.12.01 BUY REPLACEMENT 40-FT BUS	10	\$7,772,000.00	\$7,772,000.00
11.12.01 BUY REPLACEMENT 40-FT BUS	15	\$6,630,000.00	\$6,630,000.00
11.12.40 BUY ASSOC CAP MAINT ITEMS	35	\$717,550.00	\$717,550.00
		<b>Estimated Total Eligible Cost:</b>	<b>\$21,235,245.00</b>
		<b>Federal Share:</b>	<b>\$21,235,245.00</b>
		<b>Local Share:</b>	<b>\$0.00</b>

OTHER (Scopes and Activities not included in Project Budget Totals)

None

SOURCES OF FEDERAL FINANCIAL ASSISTANCE

<u>UZA ID</u>	<u>Accounting Classification</u>	<u>FPC</u>	<u>FY</u>	<u>SEC</u>	<u>Previously Approved</u>	<u>Amendment Amount</u>	<u>Total</u>
120180	2009.26.96.91.1	00	2009	96	\$17,145,000.00	\$0.00	\$17,145,000.00
120180	2009.26.96.91.1	00	2010	96	\$0.00	\$1,966,745.00	\$1,966,745.00
120180	2009.26.96.91.1	04	2010	96	\$0.00	\$2,123,500.00	\$2,123,500.00
<b>Total Previously Approved:</b>							<b>\$17,145,000.00</b>
<b>Total Amendment Amount:</b>							<b>\$4,090,245.00</b>
<b>Total from all Funding Sources:</b>							<b>\$21,235,245.00</b>

Alternative Fuel Codes

11.11.00	BUS - ROLLING STOCK	Hybrid Electric
11.12.01	BUY REPLACEMENT 40-FT BUS	Hybrid Electric
11.12.01	BUY REPLACEMENT 40-FT BUS	Diesel Fuel

Extended Budget Descriptions

<b>30.09.01</b>	UP TO 100% FEDERAL SHARE	0	\$2,123,500.00	\$2,123,500.00
Amendment #1 - 10/20/2009 - Item Added 10% percent of the amount apportioned in the Recovery Act for the urbanized (Section 5307) formula programs to be used for operating assistance. Palm Beach County will utilize the funds for operational expenses that include: Driver's payroll and benefits.				
<b>11.93.02</b>	CONSTRUCTION - BUS SHELTERS	25	\$373,750.00	\$373,750.00
Amendment #1 - 10/20/2009 - Item Added Construction of 25 Bus Shelters in the City of Delray Beach. All locations selected are serviced by Palm				

<p>Tran routes.</p> <p>Shelters are for existing stops that currently do not have shelters. Each shelter is constructed using modular design techniques, shelters are engineered structures designed to meet local wind and seismic conditions. Wall panels are tempered safety glass, polycarbonate and perforated metal.</p> <p>The expected useful life for the bus shelters is 10 years.</p>				
<b>11.43.09</b>	CONSTRUCT - MOBILE SURVEILL/SECURITY EQUIP Facility	0	\$500,000.00	\$500,000.00
<p>Construction of a Guard Station in the North County (West Palm Beach) and South County (Delray Beach) Maintenance Facilities, to restrict entrance to authorized vehicles only.</p> <p>Useful Life: The North County Guard shack will be concrete and the estimated useful life is 20 Years. The South County Guard shack will be a module and the estimated useful life is 15 years.</p> <p>These Guard stations are not related to the maintenance facility in Belle Glade listed on 11.43.02.</p>				
<b>11.43.02</b>	CONSTRUCT - MAINTENANCE FACILITY	0	\$3,118,445.00	\$3,118,445.00
<p>Amendment #1 - 10/20/2009 - The budget in this line item was increased by \$118,445 and changed from \$3,000,000 to \$3,118,445. The additional funding was allocated to construction costs including: Infrastructure needed for 2 Overhead Fluid Reels for fluids and Compressed Air lines for each Bus Bay and for 2 Exhaust Reels One at each Bay. This will allow immediate installation of this preventive maintenance equipment. Also included are reinforcements to the concrete base of the emergency generator for additional protection in case of a hurricane occurrence.</p> <p>Construction of Maintenance Facility in the rural area of the County, FTA granted on August 11, 2008 a Finding of No Significant Impact (FONSI) for this project based on the Environmental Assessment (EA) submitted to FTA. The EA details the project will not include land acquisitions or displacements of residences or business. The State of Florida owns the land and Palm Beach County holds a 99 year lease.</p> <p>Federal Funding allocated for the Belle Glade Facility over the past four years totals \$7,419,270. \$75,545 have already been spent on the design process, and the construction cost of the Belle Glade Facility is currently estimated at \$5,761,930, ARRA funds will be used for the construction costs of the Belle Glade Facility. All costs for engineering, design and remaining construction costs will be fully funded by Federal Grants FY06-5309 FL-04-0002 \$666,250; FY07-5309 FL-04-0026 \$702,240; FY08-5309 FL-04-0060 \$760,760; FY08-5307 FL-90-X673 \$1,500,000; FY09-5309 FL-04-0094 \$790,020 and \$3,000,000 from this Stimulus ARRA Grant. Once construction is completed, the remaining federal funds will be used to outfit the facility with the necessary, equipment, maintenance supplies, furnishings, electronics and supplies to make this maintenance facility operational.</p>				
<b>11.12.01</b>	BUY REPLACEMENT 40-FT BUS	10	\$7,772,000.00	\$7,772,000.00



<p>Amendment #1 - 10/20/2009 - The budget in this line item was increased by \$1,257,000 and changed from \$6,515,000 to \$7,772,000. The item covers the difference in cost from a diesel bus to a hybrid electric bus of \$209,500 per bus. The total amount of buses remains at 25 but the additional funds allow to change the purchase order from 10 hybrids to 16 hybrids and from 15 diesel buses to 9 diesel buses.</p> <p>Acquire 16 Hybrid Buses. Palm Tran`s replacement schedule indicates 28 buses need to be replaced in FY2009 and 27 in FY2010, Palm Tran will replace 16 diesel buses that reach their useful life with 16 Hybrid buses. The Purchase Order of the buses will request delivery for August 2010.</p> <p>The specified useful life for these Large Heavy-Duty Transit Buses is 12 years of service or an accumulation of at least 500,000 miles.</p> <p>Purchase order will be changed to 16 Hybrid.</p>				
<b>11.12.01</b>	<b>BUY REPLACEMENT 40-FT BUS</b>	<b>15</b>	<b>\$6,630,000.00</b>	<b>\$6,630,000.00</b>
<p>Acquire 15 Diesel Buses. Palm Tran`s replacement schedule indicates 28 buses need to be replaced in FY2009 and 27 in FY2010, Palm Tran will replace 9 diesel buses that reach their useful life with 9 like-kind buses. The Purchase Order of the buses will request delivery for November 2010. Purchase order will be changed to 9 Diesel.</p>				
<b>11.12.40</b>	<b>BUY ASSOC CAP MAINT ITEMS</b>	<b>35</b>	<b>\$717,550.00</b>	<b>\$717,550.00</b>
<p>Amendment #1 - 10/20/2009 - The budget in this line item has been increased by \$217,550 and changed from \$500,000 to \$717,550. Palm Beach County has awarded a contract for the purchase of Motor Fans to increase gas mileage in diesel buses. The increase in funds allows for the purchase of 10 additional motor fans, total quantity was changed from 25 to 35.</p> <p>Purchase of 35 EMP Thermal Fan Drive. Motor fans that help with the cooling of the motor and increase fuel efficiency. Palm Tran will conduct a comparison of Fuel Efficiency and Cost between Diesel buses with the cooling fans and the Hybrid buses.</p> <p>The Fans have an estimated useful life of 12 years.</p>				

## Changes since the Prior Budget

### FTA Change Amounts

<u>Code</u>	<u>Description</u>	<u>Previous FTA Total</u>	<u>Change in FTA Total</u>	<u>Current FTA Total</u>
300-00	OPERATING ASSISTANCE	\$0	\$2,123,500	\$2,123,500
30.09.01	UP TO 100% FEDERAL SHARE	\$0	\$2,123,500	\$2,123,500
119-00	TRANSIT ENHANCEMENTS (BUS)	\$0	\$373,750	\$373,750
11.93.02	CONSTRUCTION - BUS SHELTERS	\$0	\$373,750	\$373,750

114-00	BUS: SUPPORT EQUIP AND FACILITIES	\$3,500,000	\$118,445	\$3,618,445
11.43.09	CONSTRUCT - MOBILE SURVEILL/SECURITY EQUIP Facility	\$500,000	\$0	\$500,000
11.43.02	CONSTRUCT - MAINTENANCE FACILITY	\$3,000,000	\$118,445	\$3,118,445
111-00	BUS - ROLLING STOCK	\$13,645,000	\$1,474,550	\$15,119,550
11.12.01	BUY REPLACEMENT 40-FT BUS	\$6,515,000	\$1,257,000	\$7,772,000
11.12.01	BUY REPLACEMENT 40-FT BUS	\$6,630,000	\$0	\$6,630,000
11.12.40	BUY ASSOC CAP MAINT ITEMS	\$500,000	\$217,550	\$717,550

**Eligible Change Amounts**

<u>Code</u>	<u>Description</u>	<u>Previous Eligible</u>	<u>Change in Eligible</u>	<u>Current Eligible</u>
300-00	OPERATING ASSISTANCE	\$0	\$2,123,500	\$2,123,500
30.09.01	UP TO 100% FEDERAL SHARE	\$0	\$2,123,500	\$2,123,500
119-00	TRANSIT ENHANCEMENTS (BUS)	\$0	\$373,750	\$373,750
11.93.02	CONSTRUCTION - BUS SHELTERS	\$0	\$373,750	\$373,750
114-00	BUS: SUPPORT EQUIP AND FACILITIES	\$3,500,000	\$118,445	\$3,618,445
11.43.09	CONSTRUCT - MOBILE SURVEILL/SECURITY EQUIP Facility	\$500,000	\$0	\$500,000
11.43.02	CONSTRUCT - MAINTENANCE FACILITY	\$3,000,000	\$118,445	\$3,118,445
111-00	BUS - ROLLING STOCK	\$13,645,000	\$1,474,550	\$15,119,550
11.12.01	BUY REPLACEMENT 40-FT BUS	\$6,515,000	\$1,257,000	\$7,772,000
11.12.01	BUY REPLACEMENT 40-FT BUS	\$6,630,000	\$0	\$6,630,000
11.12.40	BUY ASSOC CAP MAINT ITEMS	\$500,000	\$217,550	\$717,550

**Change in Quantity**

<u>Code</u>	<u>Description</u>	<u>Previous Quantity</u>	<u>Change in Quantity</u>	<u>Current Quantity</u>
300-00	OPERATING ASSISTANCE	0	0	0
30.09.01	UP TO 100% FEDERAL SHARE	0	0	0
119-00	TRANSIT ENHANCEMENTS (BUS)	0	25	25
11.93.02	CONSTRUCTION - BUS SHELTERS	0	25	25
114-00	BUS: SUPPORT EQUIP AND FACILITIES	0	0	0
11.43.09	CONSTRUCT - MOBILE SURVEILL/SECURITY EQUIP Facility	0	0	0
11.43.02	CONSTRUCT - MAINTENANCE FACILITY	0	0	0
111-00	BUS - ROLLING STOCK	25	35	60

11.12.01	BUY REPLACEMENT 40-FT BUS	10	0	10
11.12.01	BUY REPLACEMENT 40-FT BUS	15	0	15
11.12.40	BUY ASSOC CAP MAINT ITEMS	0	35	35

### Change in Project Control Totals

<u>Description</u>	<u>Previous Amount</u>	<u>Change in Amount</u>	<u>Current Amount</u>
<b>Gross Project Cost:</b>	\$17,145,000	\$4,090,245	\$21,235,245
<b>Adjustment Amount:</b>	\$0	\$0	\$0
<b>Total Eligible Cost:</b>	\$17,145,000	\$4,090,245	\$21,235,245
<b>Total FTA Amount:</b>	\$17,145,000	\$4,090,245	\$21,235,245
<b>Total State Amount:</b>	\$0	\$0	\$0
<b>Total Local Amount:</b>	\$0	\$0	\$0
<b>Other Federal Amount:</b>	\$0	\$0	\$0
<b>Special Condition Amount:</b>	\$0	\$0	\$0

## Part 4. Milestones

30.09.01 UP TO 100% FEDERAL SHARE 0 \$2,123,500 \$2,123,500

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	Initial Expenditure	Jan. 20, 2010
	100% Operational Assistance	
2.	Final Expenditure	Apr. 30, 2010
	100% Operating Assistance.	

11.93.02 CONSTRUCTION - BUS SHELTERS 25 \$373,750 \$373,750

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	RFP/IFB Issued	Jan. 15, 2010
2.	Contract Award	Apr. 01, 2010
3.	Contract Complete	Dec. 01, 2010

11.43.09 CONSTRUCT - MOBILE SURVEILL/SECURITY EQUIP Facility 0 \$500,000 \$500,000

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	RFP/IFB Issued	Jul. 30, 2009
	Construction of a Guard Station in the North County (West Palm Beach) and South County (Delray Beach) Maintenance Facilities, to restrict entrance to authorized vehicles only.  These Guard stations are not related to the maintenance facility in Belle Glade listed on 11.43.02.	
2.	Contract Award	Sep. 30, 2009
3.	Contract Complete	Jul. 31, 2010

11.43.02 CONSTRUCT - MAINTENANCE FACILITY 0 \$3,118,445 \$3,118,445

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	RFP/IFB Issued	Jul. 01, 2006
	Palm Beach County is expanding an existing Governmental Complex which involves the construction of several buildings with different purposes, including correctional, health and transportation facilities. The RFP for the entire project was issued on July 2006, and Palm Beach County has awarded the contracts for the different phases since 2006, not until June 2009 did the County award the contract that started the construction of the Palm Tran Maintenance Facility.  The name of the entire project is "Palm Beach County Jail Expansion", the construction budget uploaded on TEAM is titled: "Palm Beach County Jail Expansion II, West County – Palm Tran Re-Bid Package". A map has been uploaded to show: Palm Tran Facility site ON Jail Expansion. ARRA funds will only be used for the construction of the Palm Tran facility.	
2.	Contract Award	Jun. 16, 2009
3.	Contract Complete	May. 10, 2010

11.12.01 BUY REPLACEMENT 40-FT BUS 10 \$7,772,000 \$7,772,000

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	RFP/IFB OUT FOR BID	Sep. 24, 2008
2.	CONTRACT AWARDED	Mar. 17, 2009
3.	FIRST VEHICLE DELIVERED	Sep. 30, 2010
4.	ALL VEHICLES DELIVERED	Oct. 30, 2010
5.	CONTRACT COMPLETE	Oct. 30, 2010

11.12.01 BUY REPLACEMENT 40-FT BUS 15 \$6,630,000 \$6,630,000

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	RFP/IFB OUT FOR BID	Sep. 24, 2008
	On March 17, 2009 Palm Beach County signed a Consortium agreement that covers the purchase of transit buses. The first vehicles are to be delivered on September 2010, all vehicles covered under this grant will be delivered by October 30th 2010, and the contract will be complete on December 2014 as this is a five year contract. (Future purchases will be conducted under this contract until 2014). This is a consortium agreement, 26 Florida Counties in Florida participate in this 5 year contract.	
2.	CONTRACT AWARDED	Mar. 17, 2009
3.	FIRST VEHICLE DELIVERED	Sep. 30, 2010
4.	ALL VEHICLES DELIVERED	Oct. 30, 2010
5.	CONTRACT COMPLETE	Oct. 30, 2010

11.12.40 BUY ASSOC CAP MAINT ITEMS 35 \$717,550 \$717,550

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	RFP/IFB Issued	Jun. 18, 2009
2.	Contract Award	Sep. 30, 2009
3.	Contract Complete	Mar. 30, 2011

## Part 5. Environmental Findings

111201 BUY REPLACEMENT 40-FT BUS 10 \$7,772,000 \$7,772,000

### Finding No. 1 - Class II(c)

#### C17 - Purchase of vehicles

The purchase of vehicles by the applicant where the use of these vehicles can be accommodated by existing facilities or by new facilities which themselves are within a CE.

111201 BUY REPLACEMENT 40-FT BUS 15 \$6,630,000 \$6,630,000

Finding No. 1 - Class II(c)

**C17 - Purchase of vehicles**

The purchase of vehicles by the applicant where the use of these vehicles can be accommodated by existing facilities or by new facilities which themselves are within a CE.

<b>114309 CONSTRUCT - MOBILE SURVEILL/SECURITY EQUIP Facility</b>	0	\$500,000	\$500,000
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Finding No. 1 - Class II(c)

**C19 - Install purchase maintenance equipment**

Purchase and installation of operating or maintenance equipment to be located within the transit facility and with no significant impacts off the site.

Finding Details: Guard station is to be placed within Maintenance Facility line property, No land acquisition or traffic disruption will occur.

<b>114302 CONSTRUCT - MAINTENANCE FACILITY</b>	0	\$3,118,445	\$3,118,445
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Finding No. 1 - Class III

PNA to EA Date: None Specified

EA to FTA Date: None Specified

FTA Action Date Aug. 11, 2008

Finding Details: On August 11, 2008 FTA granted a Finding Of No Significant Impact to this project. FONSI is attached.

<b>111240 BUY ASSOC CAP MAINT ITEMS</b>	35	\$717,550	\$717,550
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Finding No. 1 - Class II(c)

**C19 - Install purchase maintenance equipment**

Purchase and installation of operating or maintenance equipment to be located within the transit facility and with no significant impacts off the site.

<b>300901 UP TO 100% FEDERAL SHARE</b>	0	\$2,123,500	\$2,123,500
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Finding No. 1 - Class II(c)

**C16 - Program Admin. & Operating Assistance**

Program administration, technical assistance activities, and operating assistance to transit authorities to continue existing service or increase service to meet routine changes in demand.

**119302 CONSTRUCTION - BUS SHELTERS**

25      \$373,750      \$373,750

Finding No. 1 - Class II(c)

**C08 - Install Shelters, fencing, & Amenities**

Installation of fencing, signs, pavement markings, small passenger shelters, traffic signals, and railroad warning devices where no substantial land acquisition or traffic disruption will occur.

**Part 6: Fleet Status**

Fixed Route

		<u>Before</u>	<u>Change</u>	<u>After</u>
<b>I.</b>	<b>Active Fleet</b>			
	A. Peak Requirement	119	0	119
	B. Spares	23	0	23
	C. Total (A+B)	142	0	142
	D. Spare Ratio (B/A)	19.33%	0.00%	19.33%
<b>II.</b>	<b>Inactive Fleet</b>			
	A. Other	10	0	10
	B. Pending Disposal	0	0	0
	C. Total (A+B)	10	0	10
<b>III.</b>	<b>Total (I.C and II.C)</b>	152	0	152

A fleet replacement schedule has been uploaded to TEAM, it lists the vehicles Model year, VIN Number and projected time when they will reach 500,000 miles in service.

**Part 7. FTA Comments**

General Review

Conditions of Award

Comment Title:	ARRA Special Conditions
Comment By:	Robert F Buckley
Date Created:	Oct. 23, 2009
Date Updated:	None Specified
Ref Section:	Unknown
Comment:	<p>The Recipient agrees that the following provisions apply to American Recovery and Reinvestment Act of 2009 (Recovery Act) funds authorized under Pub. L. 111-5, February 17, 2009, and agrees to comply with the requirements thereof, except to the extent FTA determines otherwise in writing:</p> <p>a. Identification of Recovery Act Funding. A Grant Agreement or Cooperative Agreement financed with Recovery Act funds will indicate that the Recovery Act is the source of funding as follows:</p> <p>(1) If the "Citation of Statute(s) Authoring Project" of the underlying Grant Agreement displays "49 USC 5307 – Urbanized Area - Economic Recovery," the Project or Projects are financed with Recovery Act funds appropriated for the Transit Capital Assistance for the Urbanized Area Formula Grant Program authorized by 49 U.S.C. § 5307.</p> <p>b. Identification of Project(s). The Project or Projects for which Recovery Act funding is provided are set forth in the Recipient's application and reflected in the Approved Project Budget.</p> <p>c. Federal Requirements. In addition to applicable Recovery Act statutory and regulatory requirements, the Recipient agrees that applicable requirements of 49 U.S.C. chapter 53 apply to federally assisted transit projects financed with Recovery Act funds and the Recovery Act funding, except that the Federal share of the costs for which any Grant is made under this heading shall be, at the option of the recipient, up to 100 percent.</p> <p>d. U.S. OMB Provisions. The Recipient agrees to comply with applicable provisions of U.S. Office of Management and Budget, "Requirements for Implementing Sections 1512, 1605, and 1606 of the American Recovery and Reinvestment Act of 2009 for Financial Assistance Awards," 2 C.F.R. Part 176, 74 Fed. Reg. 18449 et seq., April 23, 2009. Specifically, the Recipient acknowledges and agrees to comply with the following provisions</p> <p>(1) Reporting and Registration Requirements under Section 1512 of the Recovery Act.</p> <p>(a) This award requires the recipient to complete projects or activities which are funded under the Recovery Act and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.</p> <p>(b) The Recipient agrees to submit the requisite reports no later than ten calendar days after each calendar quarter in which it receives the Federal assistance award funded in whole or in part by the Recovery Act.</p> <p>(c) The Recipient agrees to maintain, and to require its first-tier subrecipients to maintain, current registrations in the Central Contractor Registration (<a href="http://www.ccr.gov">http://www.ccr.gov</a>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<a href="http://www.dnb.com">http://www.dnb.com</a>) is one of the requirements for registration in the Central Contractor Registration.</p> <p>(d) The recipient agrees to report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at <a href="http://www.FederalReporting.gov">http://www.FederalReporting.gov</a> and ensure that any information that is pre-filled is corrected or updated as needed.</p> <p>(2) Buy America Requirements under Section 1605 of the Recovery Act. Statutory provisions of 49 U.S.C. Chapter 53 impose Buy America requirements sufficient for compliance with Section 1605 of the Recovery Act</p> <p>(3) Wage Rate Requirements under Section 1606 of the Recovery Act. Statutory provisions of</p>



49 U.S.C. Chapter 53 impose Wage Rate requirements involving construction, alteration, maintenance, or repair sufficient for compliance with Section 1606 of the Recovery Act.

(4) Recovery Act Transactions Listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Subrecipients.

(a) To maximize the transparency and accountability of funds authorized under the Recovery Act as required by Congress and in accordance with 49 C.F.R. § 18.20 or 49 C.F.R. § 19.21, as applicable, the Recipient agrees to maintain records that identify adequately the source and application of Recovery Act funds.

(b) A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) The Recipient agrees to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When the Recipient awards Recovery Act funds for an existing program, the Recipient agrees to furnish sufficient information to each subrecipient that distinguishes the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) The Recipient agrees to require each subrecipient to include on its SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the Recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by FTA, DOT, Offices of Inspector General and the Government Accountability Office.

e. One-Time Funding. The Recipient acknowledges that receipt of Recovery Act funds is a "one-time" disbursement that does not create any future obligation by the FTA to advance similar funding amounts.

f. Integrity. The Recipient agrees that all data it submits to FTA in compliance with Recovery Act requirements will be accurate, objective, and of the highest integrity.

g. Violations of Law. The Recipient agrees that it and each of its subrecipients shall report to the U.S. DOT Inspector General or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, subrecipient, subcontractor, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. §§ 3729 et seq., or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Recovery Act funds.

h. Maintenance of Effort. A Recipient that is a State agrees to comply with the maintenance of effort certification it has made in compliance with Section 1201 of Recovery Act.

i. Emblems. The Recipient agrees to use signs and materials that display both the American Recovery and Reinvestment Act (Recovery Act) emblem and the Transportation Investment Generating Economic Recovery (TIGER) program emblem to identify its Project(s) financed with Recovery Act funds that are provided by U.S. DOT in a manner consistent with Federal guidance, and to include this provision in any subagreements, leases, third party contracts, or other similar documents used in connection with its Recovery Act Project(s).

j. Further Requirements. The Recipient agrees to comply with applicable future Federal requirements that may be imposed on the use of Recovery Act funds.

## Comments to DOL

Comment Title:	Section 5333(b) Certification
Comment By:	Robert F Buckley
Date Created:	Oct. 23, 2009
Date Updated:	None Specified
Ref Section:	Unknown
Comment:	This grant amendment is to add the remainder of the grantees apportionment to the grant. It adds eligible operating assistance, 25 bus shelters, and increases funding for a maintenance facility and for the purchase of hybrid electric buses. Please review this application for labor certification in accordance with DOL Section 5333(b) Certification. The grantee contact is Claudia Salazar and can be reached at 561-841-4241 or csalazar@pbcgov.org.

## Part 8: Results of Reviews

The reviewer did not find any errors

## Part 9: Agreement

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT  
(FTA G-16, October 1, 2009)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official's electronic signature is entered for this Grant Agreement, FTA has Awarded Federal assistance in support of the Project described below. Upon Execution of this Grant Agreement by the Grantee named below, the Grantee affirms this FTA Award, and enters into this Grant Agreement with FTA. The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(16), October 1, 2009, <http://www.fta.dot.gov/documents/16-Master.pdf>
- (2) The Certifications and Assurances applicable to the Project that the Grantee has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

**FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE GRANTEE DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING THE DATE OF THIS FTA AWARD SET FORTH HEREIN.**

**FTA AWARD**

FTA hereby awards a Federal grant as follows:

Project No: FL-96-X026-01

Grantee: PALM BEACH CO BD OF COMMISSIONERS - PALM BEACH CO TRANSIT AUTHORITY

Citation of Statute(s) Authorizing Project: 49 USC 5307 - Urbanized Area Formula - Economic Recovery

Estimated Total Eligible Cost (in U.S. Dollars): \$21,235,245

Maximum FTA Amount Awarded [Including All Amendments] (in U.S. Dollars): \$21,235,245

Amount of This FTA Award (in U.S. Dollars): \$4,090,245

Maximum Percentage(s) of FTA Participation:

Percentages of Federal participation are based on amounts included in the Approved Project Budget, modified as set forth in the text following the Project Description.

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Project Certification Date: 7/6/2009

Amendment 1 Certification Date: 12/7/2009

Project Description:

ARRA 25 Buses, Facility, Shelters, OA (01)

The Project Description includes information describing the Project within the Project Application submitted to FTA, and the Approved Project Budget, modified by any additional statements displayed in this Grant Agreement, and, to the extent FTA concurs, statements in other documents including Attachments entered into TEAM-Web.

The Recipient agrees that the following provisions apply to American Recovery and Reinvestment Act of 2009 (Recovery Act) funds authorized under Pub. L. 111-5, February 17, 2009, and agrees to comply with the requirements thereof, except to the extent FTA determines otherwise in writing:

a. Identification of Recovery Act Funding. A Grant Agreement or Cooperative Agreement financed with Recovery Act funds will indicate that the Recovery Act is the source of funding as follows:

(1) If the "Citation of Statute(s) Authoring Project" of the underlying Grant Agreement displays "49 USC 5307 – Urbanized Area - Economic Recovery," the Project or Projects are financed with Recovery Act funds appropriated for the Transit Capital Assistance for the Urbanized Area Formula Grant Program authorized by 49 U.S.C. § 5307.

b. Identification of Project(s). The Project or Projects for which Recovery Act funding is provided are set forth in the Recipient's application and reflected in the Approved Project Budget.

c. Federal Requirements. In addition to applicable Recovery Act statutory and regulatory requirements, the Recipient agrees that applicable requirements of 49 U.S.C. chapter 53 apply to federally assisted transit projects financed with Recovery Act funds and the Recovery Act funding, except that the Federal share of the costs for which any Grant is made under this heading shall be, at the option of the recipient, up to 100 percent.

d. U.S. OMB Provisions. The Recipient agrees to comply with applicable provisions of U.S. Office of Management and Budget, "Requirements for Implementing Sections 1512, 1605, and 1606 of the American Recovery and Reinvestment Act of 2009 for Financial Assistance Awards," 2 C.F.R. Part 176, 74 Fed. Reg. 18449 et seq., April 23, 2009. Specifically, the Recipient acknowledges and agrees to comply with the following provisions

(1) Reporting and Registration Requirements under Section 1512 of the Recovery Act.

(a) This award requires the recipient to complete projects or activities which are funded under the Recovery Act and to report on use of Recovery Act funds provided through this award. Information from

these reports will be made available to the public.

(b) The Recipient agrees to submit the requisite reports no later than ten calendar days after each calendar quarter in which it receives the Federal assistance award funded in whole or in part by the Recovery Act.

(c) The Recipient agrees to maintain, and to require its first-tier subrecipients to maintain, current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.

(d) The recipient agrees to report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at <http://www.FederalReporting.gov> and ensure that any information that is pre-filled is corrected or updated as needed.

(2) Buy America Requirements under Section 1605 of the Recovery Act. Statutory provisions of 49 U.S.C. Chapter 53 impose Buy America requirements sufficient for compliance with Section 1605 of the Recovery Act

(3) Wage Rate Requirements under Section 1606 of the Recovery Act. Statutory provisions of 49 U.S.C. Chapter 53 impose Wage Rate requirements involving construction, alteration, maintenance, or repair sufficient for compliance with Section 1606 of the Recovery Act.

(4) Recovery Act Transactions Listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Subrecipients.

(a) To maximize the transparency and accountability of funds authorized under the Recovery Act as required by Congress and in accordance with 49 C.F.R. § 18.20 or 49 C.F.R. § 19.21, as applicable, the Recipient agrees to maintain records that identify adequately the source and application of Recovery Act funds.

(b) A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) The Recipient agrees to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When the Recipient awards Recovery Act funds for an existing program, the Recipient agrees to furnish sufficient information to each subrecipient that distinguishes the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) The Recipient agrees to require each subrecipient to include on its SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the Recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by FTA, DOT, Offices of Inspector General and the Government Accountability Office.

e. One-Time Funding. The Recipient acknowledges that receipt of Recovery Act funds is a "one-time" disbursement that does not create any future obligation by the FTA to advance similar funding amounts.

f. Integrity. The Recipient agrees that all data it submits to FTA in compliance with Recovery Act requirements will be accurate, objective, and of the highest integrity.

g. Violations of Law. The Recipient agrees that it and each of its subrecipients shall report to the U.S. DOT Inspector General or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, subrecipient, subcontractor, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. §§ 3729 et seq., or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Recovery Act funds.

h. Maintenance of Effort. A Recipient that is a State agrees to comply with the maintenance of effort

certification it has made in compliance with Section 1201 of Recovery Act.

i. Emblems. The Recipient agrees to use signs and materials that display both the American Recovery and Reinvestment Act (Recovery Act) emblem and the Transportation Investment Generating Economic Recovery (TIGER) program emblem to identify its Project(s) financed with Recovery Act funds that are provided by U.S. DOT in a manner consistent with Federal guidance, and to include this provision in any subagreements, leases, third party contracts, or other similar documents used in connection with its Recovery Act Project(s).

j. Further Requirements. The Recipient agrees to comply with applicable future Federal requirements that may be imposed on the use of Recovery Act funds.

Awarded By:  
Yvette Taylor  
Regional Administrator  
FEDERAL TRANSIT ADMINISTRATION  
U.S. DEPARTMENT OF TRANSPORTATION  
01/27/2010

#### EXECUTION OF GRANT AGREEMENT

The Grantee, by executing this Grant Agreement, affirms this FTA Award; adopts and ratifies all statements, representations, warranties, covenants, and materials it has submitted to FTA; consents to this FTA Award; and agrees to all terms and conditions set forth in this Grant Agreement.

By executing this Grant Agreement, I am simultaneously executing any Supplemental Agreement that may be required to effectuate this Grant Agreement.

Executed by:  
Lorraine Szyms  
Assistant Executive Director  
PALM BEACH CO BD OF COMMISSIONERS - PALM BEACH CO TRANSIT AUTHORITY  
01/28/2010