

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: March 13, 2018

☒ Consent

☐ Regular

☐ Ordinance

☐ Public Hearing

Department: Palm Tran

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion:

A) Adopt a Resolution of the Board of County Commissioners of Palm Beach County, Florida (BCC), approving Supplemental Joint Participation Agreement (JPA) Number 3 (JPA) (FM NO. 407184-2) with the State of Florida Department of Transportation (FDOT), in the amount of \$626,758 to provide funding assistance for FY2018 to offset the operating costs of providing fixed route services to the public in the non-urbanized (Lake Region) areas of Palm Beach County; establishing an effective date;

B) Approve an upward Budget Amendment of \$501 in Palm Tran's Grants Fund 1341 to reconcile the budget to the actual grant award; and

C) Approve an upward Budget Amendment of \$501 in Palm Tran's Operating Fund 1340 to reconcile to the transfer from the Palm Tran Grants Fund 1341.

Summary: On December 16, 2014, the BCC approved a five (5) year JPA FM No. 407184-2 (R2014-1973) that provided funds for Fixed Route Services in the non-urbanized (Lake Region) areas of Palm Beach County in Fiscal Year 2015. FDOT has issued annual subsequent Supplemental JPAs to provide Palm Beach County its annual allocation of the Rural Grant Program. Palm Tran will be utilizing the funds exclusively for operational expenses of fixed route service in the Lake Region, (Routes 40, 47 and 48). This supplemental JPA in the amount of \$626,758 will provide operating funding in the amount of \$313,379 for year three (3) of the grant agreement, which requires a match of \$313,379. The match is included in Palm Tran's FY2018 budget, funded from the local option gas tax. District 6 (DR)

Background and Justification: Operating assistance for mass transit is provided by Federal Transit Administration (FTA) funds passed through the State with a dollar-for-dollar match of local funding required. Title 49 U.S.C. 5311 authorizes the Formula Assistance Program for public transportation in non-urbanized areas. As such, the FTA, on behalf of the Secretary of Transportation, apportions the funds appropriated annually to the Chief Executive Officer of each State for public transportation projects in non-urbanized areas. FDOT has been designated by the Governor to administer the program.

Attachments:

1. Resolutions (3)
2. Supplemental JPA No. 3 FM No. 407184-2 (2)
3. Budget Amendments (2)
4. Original JPA R2014-1973 – Supp.#1 R-2015-1845 – Supp.#2 R-2016-1731

Recommended By: _____

Executive Director

Date

2/22/18

Approved By: _____

Assistant County Administrator

Date

2/28/18

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures					
Operating Costs	\$626,758				
External Revenues	(\$313,379)				
Program Income(County)					
In-Kind Match(County)					
NET FISCAL IMPACT	\$313,379				
#ADDITIONAL FTE	0				
POSITIONS (CUMULATIVE					

Is Item Included in Current Budget?	<u>Yes</u>	No
Does this item include the use of federal funds?	Yes	No

Budget Account No:

Fund	Agency	Organization	Object	RSRC
1341	542	5101		3148

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

Match expenses will be met from 1340-540-5110/5140/

C. Departmental Fiscal Review:

Michael Williams, Finance Manager

III. REVIEW COMMENTS:

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

Lin Pomeroy 2/22/18
 2/22 OFMB *sp/18* *sp 2/15/18*

A. J. Lawrence
Contract Dev. & Control
2/26/18 *TL*

B. Legal Sufficiency

Chloe D 2/27/18
Assistant County Attorney

C. Other Department Review

Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

RESOLUTION NO. R -

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA (BCC), APPROVING SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT (JPA) NUMBER 3 (JPA) (FM NO. 407184-2) WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), IN THE AMOUNT OF \$626,758 TO PROVIDE FUNDING ASSISTANCE FOR FY2018 TO OFFSET THE OPERATING COSTS OF PROVIDING FIXED ROUTE SERVICES TO THE PUBLIC IN THE NON-URBANIZED (LAKE REGION) AREAS OF PALM BEACH COUNTY; ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation is authorized to provide funding for a mass transportation project; and

WHEREAS, the cooperative agreement for financial assistance will impose certain obligations upon the recipient, and may include the provision by it of the local share of the project cost; and

WHEREAS, it is required by the Florida Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, as amended, that the recipient assures that it will comply with Title VI of the Civil Rights Act of 1964 and the Florida Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the recipient that disadvantaged business enterprises be utilized to the fullest extent possible in connection with this project and that specific procedures be established and administered to ensure that disadvantaged businesses have the maximum opportunity to participate in contracts for construction, supplies, equipment, or consultation and other services.

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

1. That the Board of County Commissioners has the authority to approve this Supplemental Joint Participation Agreement, (referred to herein as "JPA") to increase the amount of the grant by \$626,758.

2. That the County Administrator or Executive Director of Palm Tran, Palm Beach County, Florida, is authorized to furnish such additional information as the Florida Department of Transportation may require in connection with the project.

3. That the Mayor of the Board of County Commissioners is authorized to execute and file with the JPA any assurances or other documents required by the Florida Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1964.

4. That Palm Beach County, through its Mayor, is authorized to set forth and execute affirmative disadvantaged business enterprise policies in connection with the project's procurement needs.

5. That the Board of County Commissioners authorizes its Mayor, on behalf of the Board of County Commissioners of Palm Beach County, Florida, to execute the Supplemental JPA with the Florida Department of Transportation in the amount of \$626,758.

This Resolution shall take effect immediately upon its adoption.

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

Commissioner Melissa McKinlay, Mayor	_____
Commissioner Mack Bernard, Vice Mayor	_____
Commissioner Hal R. Valeche	_____
Commissioner Paulette Burdick	_____
Commissioner Dave Kerner	_____
Commissioner Steven L. Abrams	_____
Commissioner Mary Lou Berger	_____

The Mayor thereupon declared the resolution duly passed and adopted this _____ day of _____, 2018.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COMMISSIONERS
Sharon R. Bock, Clerk and Comptroller

By: _____ By: _____
County Attorney Deputy Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

Attachment 2 of 4
Page 1 of _____

Number 3

Financial Project No.: <u>407184-2-84-01</u> <small>(item-segment-phase-sequence)</small>	Fund: <u>DU</u> Function: <u>215</u> Federal No.: _____ DUNS No.: <u>80-939-7102</u>	FLAIR Approp.: <u>088774</u> FLAIR Obj.: <u>790000</u> Org. Code: <u>55042010429</u> Vendor No.: <u>VF596000785153</u>
Contract No.: <u>ARQ89</u> CFDA Number: <u>20.509</u>	CSFA Number: _____	

THIS AGREEMENT, made and entered into this _____ **To be Completed**
by **By FDOT**
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,
hereinafter referred to as the Department, and Palm Beach County Board Of County Commissioners
3201 Electronics Way West Palm Beach, FL 33407
hereinafter referred to as Agency. Rural

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 29th day of December, 2014
entered into a Joint Participation Agreement; and
WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended
hereto; and
WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment
"A" for a total Department Share of \$ 1,270,471.00

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow
from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended
and supplemented as follows:

- 1.00 Project Description:** The project description is amended
To provide 5311 funding to Palm Beach County Board Of County Commissioners for operating assistance to its
no-urbanizes area public transportation system.

2.00 Project Cost:

Paragraph 3.00 of said Agreement is ☒ increased ☐ decreased by \$ 626,758.00
bringing the revised total cost of the project to \$ 2,540,942.00

Paragraph 4.00 of said Agreement is ☒ increased ☐ decreased by \$ 313,379.00
bringing the Department's revised total cost of the project to \$ 1,270,471.00

3.00 Amended Exhibits:

Exhibit(s) B & D of said Agreement is amended by Attachment "A".

4.00 Contract Time:

Paragraph 16.00 of said Agreement 12/31/2019.

5.00 E-Verify:

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Financial Project No. 407184-2-84-01

Contract No. ARQ89

Agreement Date

Except as hereby modified, amended or changed, all other terms of said Agreement dated 12/29/2014 and any subsequent supplements shall remain in full force and effect.

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

AGENCY

Palm Beach County Board Of County Commissioners
AGENCY NAME

SIGNATORY (PRINTED OR TYPED)

SIGNATURE

TITLE

FDOT

See attached Encumbrance Form for date of Funding
Approval by Comptroller

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

Stacy Miller, P.E.
DEPARTMENT OF TRANSPORTATION

Director of Transportation Development
TITLE

ATTEST:
SHARON R. BOCK, CLERK AND CONTROLLER

By Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Palm Beach County Attorney

APPROVED AS TO TERMS AND CONDITIONS

Executive Director
PALM TRAN

EXHIBIT "D"

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.509

CFDA Title: FORMULA GRANTS FOR RURAL AREAS

*Award Amount: \$0.00

Awarding Agency: Florida Department of Transportation

Indirect Cost Rate:

**Award is for R&D:

*The federal award amount may change with supplemental agreements

**Research and Development as defined at §200.87, 2 CFR Part 200

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING AUDIT REQUIREMENTS:

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

www.ecfr.gov

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

<http://www.fsrs.gov>

49 USC 5311: Formula Grants for Rural Areas <http://uscode.house.gov/browse.xhtml>

FTA Circular 9040.1G: Formula Grants for Rural Areas: Program Guidance and Application Instructions

http://www.fta.dot.gov/legislation_law/12349.html

ATTACHMENT "A"

SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and Palm Beach County Board of County Commissioners
3201 Electronics Way West Palm Beach, FL 33407
dated _____

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

To provide 5311 funding to Palm Beach County Board Of County Commissioners for operating assistance to its no-urbanizes area public transportation system.

		As Approved	As Amended	Net Change
I.	Project Cost	\$ 1,914,184.00	\$ 2,540,942.00	\$ 626,758.00
		As Approved	As Amended	Net
II.	Fund	DU	DU	DU
	Department:	\$ 957,092.00	\$ 1,270,471.00	\$ 313,379.00
	Agency:	\$ 957,092.00	\$ 1,270,471.00	\$ 313,379.00
	Federal:	\$ 0.00	\$ 0.00	\$ 0.00
	Total Project Cost	\$ 1,914,184.00	\$ 2,540,942.00	\$ 626,758.00

Comments:

ATTACHMENT "A"
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

III. MULTI-YEAR OR PREQUALIFIED PROJECT FUNDING

If a project is a multi-year or prequalified project subject to paragraphs 4.10 and 17.20 of this agreement, funds are programmed in the Department's Work program in the following fiscal year(s):

FY	Amount
2014	\$ 673,358.00
2015	\$ 615,070.00
2016	\$ 625,756.00
2017	\$ 626,758.00

18 - 0355

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET AMENDMENT

BGRV 540 122017*116
BGEX 540 122017*538

FUND 1341 Palm Tran Grants

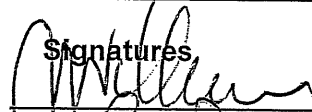
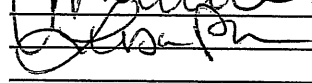
ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPEND/ENC 1/18/2018	REMAINING BALANCE
REVENUE								
542 5101 3148	Federal Grant - Indirect Transportation	312,878	312,878	501	0	313,379		
	Total Receipts & Balances	56,658,323	57,211,598	501	0	57,212,099		
EXPENDITURES								
820 5101 9063	Transfer to Operating Fund 1340	5,338,055	5,338,055	501		5,338,556	0	5,338,556
	Total Appropriations & Expenditures	56,658,323	57,211,598	501	0	57,212,099		

PALM TRAN

Initiating Department/Division
Administration/Budget Department Approval
OFMB Department - Posted

Signatures

Date

2/13/18
2/21/18

By Board of County Commissioners
At Meeting of March 13, 2018

Deputy Clerk to the
Board of County Commissioners

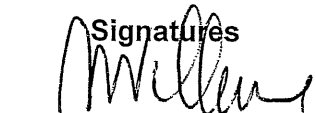
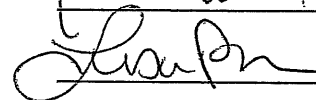
18 - 0356

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET AMENDMENTBGRV 540 011818*162
BGEX 540 011818*671

FUND 1340 Palm Tran Operations

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPEND/ENC 1/18/2018	REMAINING BALANCE
REVENUE								
800-5101-8064	Tr Fr Palm Tran Grants Fd 1341	5,338,055	5,338,055	501	0	5,338,556		
	Total Receipts & Balances	<u>91,732,864</u>	<u>91,732,864</u>	501	0	<u>91,733,365</u>		
EXPENDITURES								
540-5190-3401	Other Contractual Services	483,000	483,000	501		483,501	0	483,501
	Total Appropriations & Expenditures	<u>91,732,864</u>	<u>91,732,864</u>	501	0	<u>91,733,365</u>		

PALM TRANInitiating Department/Division
Administration/Budget Department Approval
OFMB Department - Posted

Signatures	Date
	2/13/18
	2/21/18

By Board of County Commissioners
At Meeting of March 13, 2018Deputy Clerk to the
Board of County Commissioners

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

Attachment 4 of 4
Page 1 of 27

0207401973

Financial Project No.: <u>4071B4-2-B4-01</u> <small>(Item-segment-phase-sequence)</small>	Fund: <u>DU</u> Function: <u>215</u> Federal No.: <u>FL-18-X034</u> DUNS No.: <u>80-939-7102</u> Agency DUNS No.: _____	FLAIR Approp.: <u>08B774</u> FLAIR Obj.: <u>790004</u> Org. Code: <u>55042010429</u> Vendor No.: <u>VF596000785153</u> CSFA Number: <u>N/A</u> CSFA Title: _____
Contract No.: <u>A9Q89</u> CFDA Number: <u>20.509</u> CFDA Title: _____		

THIS AGREEMENT, made and entered into this 29 day of December, 2014,

by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,
hereinafter referred to as the Department, and Palm Beach Board of County Commissioners

3201 Electronics Way West Palm Beach, FL 33407

hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed
on or before 12/31/2019 and this Agreement will expire unless a time extension is provided
in accordance with Section 16.00.

WITNESSETH:

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

341, Florida Statutes, to enter into this Agreement.

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

1.00 Purpose of Agreement: The purpose of this Agreement is

To provide funding assistance to Palm Beach County for a non-urbanized area public transportation project
consisting of operating assistance for a public transportation system as authorized under Section 5311 of the
Federal Transit Administration's Program, 49 U.S.C. 5311.

and as further described in Exhibit(s) A, B, C & D attached hereto and by this reference made a part
hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the
terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the
project will be undertaken and completed.

2.00 Accomplishment of the Project

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

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

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

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof. The Department has the option to require an activity report on a quarterly basis. The activity report will include details of the progress of the project towards completion.

3.00 Project Cost: The total estimated cost of the project is \$ 673,358.00. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 336,679.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total project cost shown in Exhibit "B", whichever is less.

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

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

4.20 Front End Funding : Front end funding ☐ is ☒ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Project Budget and Payment Provisions:

5.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement, or Amendment thereto, and is approved by the Department Comptroller.

5.20 Payment Provisions: Unless otherwise allowed, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

6.00 Accounting Records:

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

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

6.40 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

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

6.60 Audit Authority: In addition to the requirements below, the Agency agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, Florida's Chief Financial Officer or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

6.61 Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 as revised and Section 215.97, Florida Statutes, (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133 as revised, and/or other procedures. The Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

6.62 Audits:

Part I Federally Funded: If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, Paragraph 1., the recipient shall fulfill the requirements relative to addressee responsibilities as provided in Subpart C of OMB Circular A-133.

3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from resources obtained from other than Federal entities.

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II State Funded: If the Agency is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from nonstate entities.

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III Other Audit Requirements

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

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

Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133 as revised, as revised, and required by Section 6.62 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133 as revised, by or on behalf of the recipient directly to each of the following:

A. The Department at the following address:

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

B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133 as revised, submitted to the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133 as revised.

2. In the event that a copy of the reporting package for an audit required by Section 6.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 as revised is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133 as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

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

In addition, pursuant to Section .320 (f), OMB Circular A-133 as revised, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133 as revised, and any management letters issued by the auditor, to the Department at the following address:

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

3. Copies of financial reporting packages required by Section 7.62 Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department at the following address:

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

B. The Auditor General's Office at the following address:

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

4. Copies of reports or the management letter required by Section 6.62 Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

A. The Department at the following address:

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

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133 as revised, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 as revised or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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

6.64 Other Requirements: If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.

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

7.00 Requisitions and Payments:

7.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Four Public Transportation Office 3400 W. Commercial Blvd Ft. Lauderdale, FL, 33309 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 6.10 hereof) to justify and support the payment requisitions.

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

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

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

7.14 Invoices for any travel expenses by the Agency shall be submitted in accordance with Chapter 112.061, F.S. and shall be submitted on the Department's *Travel Form No. 300-000-01*. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

7.15 For real property acquired, submit;

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

7.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

7.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

7.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

7.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

7.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein;

7.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.
or

7.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

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

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

8.00 Termination or Suspension of Project:

8.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 7.24 to 7.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

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

8.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

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

10.00 Contracts of the Agency:

10.10 Third Party Agreements: The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 7.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the project, the Department must exercise the right to third party contract review.

10.20 Procurement of Personal Property and Services

10.21 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287.055, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055 F.S., the Consultants' Competitive Negotiation Act.

10.22 Procurement of Commodities or Contractual Services: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 F.S., is contingent on the Agency complying in full with the provisions of Chapter 287.057 F.S. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 F.S. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 7.23.

10.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

10.31 DBE Policy: The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)

10.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

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

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

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

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

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

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

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

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

12.00 Miscellaneous Provisions:

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

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

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

12.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

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

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

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

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

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

12.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

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

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

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

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

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

15.00 Appropriation of Funds:

15.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

15.20 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

16.00 Expiration of Agreement: The Agency agrees to complete the project on or before 12/31/2019. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Director of Transportation Development. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 8.00 of this Agreement shall be initiated.

16.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement. Invoices submitted after the 120 day time period will not be paid.

17.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

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

19.00 Restrictions on Lobbying:

19.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

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

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

19.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

20.00 Vendors Rights: Vendors (In this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5238.

21.00 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

22.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

23.00 E-Verify:

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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

AGENCY

R2014-1973

FDOT

Palm Beach Board of County Commissioners

AGENCY NAME

Shelley Vana

SIGNATORY (PRINTED OR TYPED)

Shelley Vana

SIGNATURE

Mayor

TITLE

See attached Encumbrance Form for date of Funding
Approval by Comptroller

LEGAL REVIEW


DEPARTMENT OF TRANSPORTATION

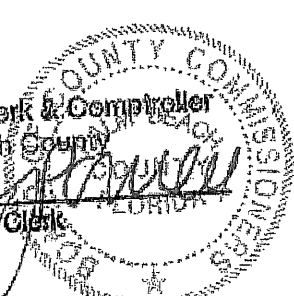
Gerry O'Reilly

DEPARTMENT OF TRANSPORTATION

Director of Transportation Development

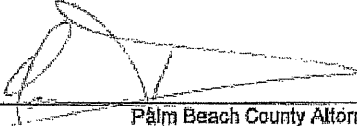
TITLE

Sharon R. Book, Clerk & Comptroller
Palm Beach County
By 
Deputy Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS



Palm Beach County Attorney



Executive Director
PALM TRAN

Financial Project No. 407184-2-84-01

Contract No. _____

Agreement Date _____

EXHIBIT "A"
PROJECTS DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and _____
3201 Electronics Way, West Palm Beach, FL 33407
referenced by the above Financial Project Number.

PROJECT LOCATION:

Palm Tran

PROJECT DESCRIPTION:

To provide funding assistance to Palm Beach County for a non-urbanized area public transportation project consisting of operating assistance for a public transportation system as authorized under Section 5311 of the Federal Transit Administration's Program, 49 U.S.C. 5311.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 6.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

Deliverables:

1. The Agency shall submit quarterly progress reports via TransCIP, the web-based state grant management software, by logging into WWW.transcip.com, and clicking on the "Quarterly Report" tab.
2. The Agency shall submit an invoice on the project at least every calendar quarter or as they may specify in an email to the Department's Project Manager. This email must be provided in the invoice packet provided to the Department. The Agency shall include two (2) invoice hard copies of the back-up and one in TransCIP, and three (3) original Invoice Summary Sheets. Please refer to JPA Sections 5.0 and 6.0, for correct payment provisions. Contact the Department's Project Manager for any additional questions before invoicing.
3. The Agency shall upload annual farebox report to TransCIP under the Library tab to the Agency's Fare Box Documents.
4. The Agency shall submit DBE reports via TransCIP semi annually.
5. Funds shall be used for public transit services in non-urbanized areas. For agencies whose service area includes both urbanized and non-urbanized areas, special care shall be taken to ensure funding is not inappropriately applied to urbanized area service. Agencies must develop a method of allocating costs between urbanized and non-urbanized area service. This can be based on passengers, route maps or other records or methods.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Financial Project No. 407154-2-84-01
Contract No. _____
Agreement Date _____

EXHIBIT "B"
PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida,
Department of Transportation and Palm Beach Board of County Commissioners
3201 Electronics Way West Palm Beach, FL 33407
referenced by the above Financial Project Number.

I.	PROJECT COST:								\$673,358.00
	TOTAL PROJECT COST:								\$673,358.00
II.	PARTICIPATION:								
	Maximum Federal Participation								
	FTA	(	0	%)	or	\$	0.00		
	Agency Participation:								
	In-Kind	(		%)	or	\$			
	Cash	(	50	%)	or	\$	336,679.00		
	Other	(		%)	or	\$			
	Maximum Department Participation,								
	Primary								
	DU	(	50	%)	or	\$	336,679.00		
	Federal Reimbursable	(		%)	or	\$			
	Local Reimbursable	(		%)	or	\$			
	TOTAL PROJECT COST:								\$673,358.00

In accordance with the requirements of Section 129.07, F.S., the Agency's approval of this Agreement, its performance and obligations thereunder, and the Agreement's duration are subject to and contingent upon an annual budgetary appropriation by Agency's Board of County Commissioners for the purposes of this Agreement.

Financial Project No. 407184-2-B4-01

Contract No. _____

Agreement Date _____

EXHIBIT "C"
(Section 5311)

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida,

Department of Transportation and Palm Beach Board of County Commissioners

3201 Electronics Way West Palm Beach, FL 33407

referenced by the above Financial Project Number.

This Agreement is in conformance with Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. app. 5311) and Section 341.051(1)(a) Florida Statutes.

The Section 5311 subrecipient shall establish and implement anti-drug and alcohol misuse prevention programs in accordance with the terms of 49 CFR part 655.

The Section 5311 subrecipient shall ensure adherence with all federally required certifications and assurances made in its application to the Department for Section 5311 funds.

The Section 5311 subrecipient shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the FDOT and FTA, as they may be amended or promulgated from time to time during the term of this contract. Failure to so comply shall constitute a material breach of this contract.

The Section 5311 subrecipient assures the project will be completed in accordance with all applicable requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.

The Section 5311 subrecipient agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, the Section 5311 subrecipient of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, subrecipients may not use federally funded equipment, vehicles, or facilities.

The Section 5311 subrecipient agrees to comply with Buy America requirements outlined in 49 U.S.C. 5323(g) and 49 CFR Part 661, if using the funds granted under this agreement for rolling stock purchases. The recipient also agrees to comply with the pre-award and post delivery requirements outlined in 49 CFR 661.12.

The Section 5311 subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 if the agreement exceeds \$100,000.

The Section 5311 subrecipient agrees to comply with the requirements pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352(b)(5) and 49 CFR Part 19, Appendix A, Section 7.

If this agreement is for a construction project over \$100,000 the recipient must adhere to FTA's bonding requirements as outlined in the Best Practices Procurement Manual.

The 5311 subrecipient agrees to comply with applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 if this agreement exceeds \$100,000.

EXHIBIT "C"
(Section 5311)

The 5311 subrecipient agrees to comply with all the requirement of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (49U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

The 5311 subrecipient agrees to comply with the Davis-Bacon and Copeland Anti-kickback acts as codified at 40 U.S.C. 3141 and 18 U.S.C. 874 for any agreement exceeding \$2,000.

For any contract over \$2,000 the 5311 subrecipient agrees to comply with the Contract Work Hours and Safety Standards Act codified at 40 U.S.C. 3701.

The 5311 subrecipient agrees to comply with the Transit Employee Protective Agreements as codified in 40 U.S.C. 5311 and 29 CFR Part 215.

The 5311 subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any FDOT requests which would cause the 5311 subrecipient to be in violation of the FTA terms and conditions.

In accordance with Florida Statute 341.061, and Rule 14-90, Florida Administrative Code, the Agency shall submit, and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety and Security Program Plan pursuant to Rule 14-90 and has performed annual safety inspections of all buses operated.

The agency shall require the independent auditor, retained to perform the audit as required by the **Office of Management (OMB) Circular A-133 and/or the Florida Single Audit Act, 215.97 F.S.**, to specifically test and certify that services funded by the program were provided in non-urbanized areas, that there was no restriction on public use, and that the State and Federal share of eligible costs did not exceed amounts specified in the approved project budget (Exhibit B).

EXHIBIT "D"

FEDERAL and/or STATE resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. Compliance Requirements applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

(e.g., What services or purposes the resources must be used for)
(e.g., Eligibility requirements for recipients of the resources)
(Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
Federal Transit Administration	20.609	\$336,679.00

Compliance Requirements

Authorization (040):

American Recovery and Reinvestment Act 2009, 49 U.S.C 5311.

Objectives (050):

To improve, initiate, or continue public transportation service in nonurbanized areas (rural and small areas under 50,000 population) and to provide technical assistance for rural transportation providers.

Types of Assistance (060):

FORMULA GRANTS

Uses and Use Restrictions (070):

Section 5311 funds may be used for eligible capital expenses, project administration, and operating expenses needed to provide efficient and coordinated public transportation service in nonurbanized areas. States may use up to 15 per cent of the annual apportionment for planning and program administration. Projects must provide for the maximum feasible coordination of public transportation sources assisted under this section with transportation services assisted by other Federal sources, and must provide for the maximum feasible participation of private operators. Fifteen percent of the State's annual apportionment must be spent to support rural intercity bus transportation, unless the governor certifies that such needs are adequately met. Rural Transit Assistance Program (RTAP) funds may be used for technical assistance, training, research, and related support services. States may use up to 15 per cent of the annual apportionment for planning and program administration. Projects must provide for the maximum feasible coordination of public transportation sources assisted under this section with transportation services assisted by other Federal sources, and must provide for the maximum feasible participation of private operators. Fifteen percent of the State's annual apportionment must be spent to support rural intercity bus transportation, unless the governor certifies that such needs are adequately met. Rural Transit Assistance Program (RTAP) funds may be used for technical assistance, training, research, and related support services.

EXHIBIT "D"

Eligibility Requirements (080)

Applicant Eligibility (081):

Only designated State agencies and Indian Tribes may apply directly to FTA for grants. Eligible sub-recipients may include State agencies, local public bodies and agencies thereof, nonprofit organizations, Indian tribes, and operators of public transportation services, including intercity bus service, in rural and small urban areas. Private for-profit operators of transit or paratransit services may participate in the program only through contracts with eligible recipients. Private intercity bus operators may participate as subrecipients or through contracts. Urbanized areas, as defined by the Bureau of the Census, are not eligible.

Beneficiary Eligibility (082):

The general public, both users and nonusers, and private and public providers of public transportation in nonurbanized areas.

Credentials/Documentation (083):

The State agency must be designated by the Governor to administer the program. Projects must be included in the State Transportation Improvement Program (STIP) approved by FTA and FHWA. The state and subrecipients must agree to the standard labor protection warranty for the program. Environmental assessments may be required. Compliance with FTA's annual list of Certifications and Assurances is required. Eligible coast must be in accordance with OMB Circular A-87. The state must submit a program of projects listing all subrecipients and projects in accordance with FTA Circular 9040.1F issued April 4, 2007. FTA annually issues a Federal Register Notice of apportionments, allocations and program information. For fiscal year 07, the publication date was March 23, 2007. Prior year notices can be found on the FTA website at www.fta.dot.gov or by contacting the appropriate FTA regional office to obtain copies or publication dates. OMB Circular No. A-87 applies to this program.

Formula and Matching Requirements (101):

Statutory Formula: Title 49, Part 18.
Matching Requirements: Program funds are apportioned annually to the states according to a statutory formula. Twenty percent of the funds are allocated by the ratio of nonurbanized land area of each State to the nonurbanized land area of all the States with no State receiving more than five percent of these funds. Eighty percent are allocated by the ratio of nonurbanized population of each State to the nonurbanized population of all of the states. In addition to the funds made available to States under section 5311, approximately 16 percent of the funds authorized for the new section 5340 Growing States and High Density States formula factors will be apportioned to States for use in nonurbanized areas. Rural Transit Assistance Program (RTAP) is funded as a two percent takedown from the amount authorized and appropriated for Section 5311 and can be used for technical assistance, training, Research and related support activities. From the amounts made available for RTAP, up to 15 percent may be used by the Secretary to carry-out projects of national scope with the remaining balance to the states. Funds are allocated annually based on an administrative formula that provides a base amount to each state and allocates the balance according to the nonurbanized area population. The maximum Federal share eligible capital and project administration costs is 80 percent, except for three categories of projects that can be funded at 90 percent share: projects designed specifically to increase the accessibility of public transportation to bicycles and vehicle related equipment required to comply with the ADA or the Clean Air Act. The maximum FTA share for operating assistance is 50 percent of the net operating deficit. Other Federal funds may be used for half of the local match requirement. Income from purchase of service contracts with human service agencies may be used for the entire local share for operating assistance. There is no matching requirement for RTAP or for state administration. This program has MOE requirements, see funding agency for further details

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Assistance (Number & Title)</u>	<u>Amount</u>
		\$:
<u>Compliance Requirements</u>		

EXHIBIT "D"

Matching Resources for Federal Programs

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
		\$0

Compliance Requirements

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in this exhibit be provided to the recipient.

TO: PT429JF@dot.state.fl.us
SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT ARQ89

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #ARQ89 Contract Type: Method of Procurement:
Vendor Name: PALM BEACH COUNT
Vendor ID: VFS96000785153
Beginning date of this Agmt: 12/29/14
Ending date of this Agmt: 12/31/19

ORG-CODE *EO *OBJECT *AMOUNT *FIN PROJECT *FCT *CFDA
(FISCAL YEAR) *BUDGET ENTITY *CATEGORY/CAT YEAR
AMENDMENT ID *SEQ. *USER ASSIGNED ID *ENC LINE(6S)/STATUS

Action: ORIGINAL Funds have been: APPROVED

55 042010429 *PT	*790004 *	336679.00	*4071042B401	*215	*20.509
2015	*55100100		*088774/15		
0001	*00 *		*0001/04		

TOTAL AMOUNT: *\$		336,679.00	*		

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 12/30/2014

FLORIDA SINGLE AUDIT ACT CHECKLIST FOR NON-STATE ORGANIZATIONS - RECIPIENT/SUBRECIPIENT VS. VENDOR DETERMINATION

This checklist and the standard contract audit language may be obtained electronically from the Department of Financial Services' website (<https://apps.fldfs.com/fsaa>).

If a Florida Single Audit Act State Project Determination Checklist has not been previously completed, please complete it now. (Applies only to State agencies)

This checklist must be used by State agencies to evaluate the applicability of the Florida Single Audit Act (FSAA) to non-state organizations after a state program has been determined (using the Florida Single Audit Act State Project Determination Checklist) to provide state financial assistance (i.e. is a State Project as defined in 215.97 (2), F.S.). This checklist assists in determining if the non-state organization is a vendor, recipient/subrecipient, or an exempt organization.

Recipients and subrecipients of state financial assistance must also use this checklist to evaluate the applicability of the FSAA to non-state organizations to which they provide State resources to assist in carrying out a State Project.

Name of Non-state Organization: Palm Beach County BOCC

Type of Non-state Organization: Local Municipal Government

(i.e. nonprofit, for-profit, local government; if the non-state organization is a local government, please indicate the type of local government – municipality, county commission, constitutional officer, water management district, etc.)

Awarding Agency: Florida Department of Transportation

Title of State Project: 5311 funding for Public Transit

Catalog of State Financial Assistance (CSFA) Number: 20.509

Contract/Grant/Agreement Number: ARQ89

PART A

YES	NO	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. Is the non-state organization a district school board, charter school, community college, public university, government outside of Florida, or a Federal agency?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Is the relationship with the non-state organization only to procure commodities (as defined in 287.012(5) F.S.)?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	3. Does the relationship with the non-state organization consist of only Federal resources, State matching resources for Federal Programs or local matching resources for Federal Programs?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Does the relationship with the non-state organization consist of only State maintenance of effort (MOE) ¹ resources that meet all of the following criteria?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. Do Federal Regulations specify the requirements for the use of the State MOE resources and are there no additional State requirements?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	B. Do contracts contain sufficient language to identify the State MOE resources and the associated Federal Program?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	C. Do A-133 audit requirements apply to the State MOE resources and do contracts stipulate that the State MOE resources should be tested in an A-133 audit in accordance with Federal Program requirements?

¹ MOE refers to the Federal maintenance of effort/level of effort requirements as defined by OMB Circular A-133 Compliance Requirement G (Matching, Level of Effort, Earmarking).

If any of 1-4 above is **yes**, the recipient/vendor relationship determination does not need to be completed because **the FSAA is not applicable to the non-state organization.**

PART B

Recipient/Vendor Relationship Determination:

The following should be analyzed for each relationship with a non-state organization where it has been determined that the state program provides state financial assistance (i.e. is a State Project) and the non-state organization is not exempt based on the questions above. This relationship may be evidenced by, but not limited to, a contract, agreement, or application.

YES NO

- ☐ ☒ 1. Does State law or legislative proviso create the non-state organization to carry out this State Project?
- ☐ ☒ 2. Is the non-state organization required to provide matching resources not related to a Federal Program?
- ☐ ☒ 3. Is the non-state organization required to meet or comply with specified State Project requirements in order to receive State resources? (State Project requirements include laws, rules, or guidelines specific to the State Project such as eligibility guidelines; specified types of jobs to be created, donation of specified assets, etc. Specified State Project requirements do not include procurement standards, general guidelines, or general laws/rules.)
- ☐ ☒ 4. Is the non-state organization required to make State Project decisions, which the State agency would otherwise make? (e.g. determine eligibility, provide case management, etc.)
- ☐ ☒ 5. Is the non-state organization's performance measured against whether State Project objectives are met? (e.g. number of jobs to be created, number of patients to be seen, number of disadvantaged citizens to be transported, etc. Performance measures may or may not be related to State performance-based budgeting.)

If any of the above is yes, there is a **recipient/subrecipient relationship** and the non-state organization is subject to the FSAA. Otherwise the non-state organization is a **vendor** and is **not** subject to the FSAA.

PART C

Based on your analysis of the response above and discussions with appropriate agency personnel, state your conclusion regarding the non-state organization.

(Check one) **Recipient/Subrecipient:** ☒ **Vendor:** ☐ **Exempt Organization:** ☐

Comments:

Print Name: Wibet Hay

Telephone Number: 954-777-4573

Title: Senior Transit Grant Coordinator

Signature: 

Date: 12/29/14

Note it is the program personnel's responsibility to notify Finance and Accounting of which non-state organizations have been determined to be recipients and are receiving state financial assistance (i.e. disbursements must be coded as 7500 object code in FLAIR).

Note it is possible to have a contractual agreement with a non-state organization under Chapter 287, Florida Statutes, and still consider the non-state organization a recipient under the Florida Single Audit Act.

If a recipient/subrecipient relationship exists the standard contract audit language, including Exhibit 1 (DFS-A2-CL), must be included in the document that established the State's, recipient's, or subrecipient's relationship with the non-state entity.

Questions regarding the evaluation of a non-state organization or if it has been determined that the non-state organization is a recipient and a CSFA number has not been assigned, contact your FSAA State agency liaison or the Department of Financial Services, Bureau of Auditing at (850) 413-3060 or Suncom 293-3060. Reference may be made to Rule 69I-5, FAC.

FLORIDA SINGLE AUDIT ACT STATE PROJECT DETERMINATION CHECKLIST

This checklist may be obtained electronically from the Department of Financial Services' website (<https://apps.fldfs.com/fsaa/>).

This checklist must be used by State agencies to evaluate the applicability of the Florida Single Audit Act (FSAA) to a state program¹ for inclusion in the Catalog of State Financial Assistance (CSFA).

¹ A state program is defined as a set of special purpose activities undertaken to realize identifiable goals and objectives in order to achieve a State agency's mission and legislative intent requiring accountability for State resources.

A state program or budget appropriation may include more than one special purpose activity with distinctly different objectives. Each of these distinct special purpose activities must be assigned a separate CSFA number (if the FSAA is determined to be applicable based on the analysis below).

The General Appropriations Act - particularly appropriation categories 05, 08, 09, 10, and 14XXXX - is an excellent place to begin researching state programs to determine their applicability to the FSAA. However, this list of appropriation categories is not all-inclusive.

A State Project is a state program that provides state financial assistance to a non-state organization and must be assigned a state project identifier in the Catalog of State Financial Assistance (CSFA number).

State Agency: Florida Department of Transportation

Title/Name of State Program: Palm Beach County BOCC

Authorizing Statute/Legislative Provisor: Section 341.051 Florida Statutes

All four questions below must be completed. A state program may include more than one source of support, (i.e. A yes to more than one of the questions below.) Each source of support must be considered independently.

Is the state program supported by:

Yes No

- | | | |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 1. Federal resources? If yes, please note CFDA number <u>20-509</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 2. State matching resources for a Federal Program as defined by OMB Circular A-133? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 3. State maintenance of effort/level of effort (MOE) resources for a Federal Program as defined by OMB Circular A-133 Compliance Requirement G (Matching, Level of Effort, Earmarking)? If yes, please note CFDA number (if different from above) _____ |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4. State resources other than State match or State MOE? |

Complete the applicable sections below for each yes response above.

If only Question 1 and/or Question 2 above is yes, the state program is not a State Project and should not be included in the CSFA.

If Question 3 above is yes, the State MOE resources must be analyzed using the following criteria:

Yes No

- | | | |
|------------|------------|---|
| <u>N/A</u> | <u>N/A</u> | A. Do Federal Regulations specify the requirements for the use of the State MOE resources and are there no additional State requirements? |
| <u>N/A</u> | <u>N/A</u> | B. Do contracts contain sufficient language to identify the State MOE resources and the associated Federal Program? |
| <u>N/A</u> | <u>N/A</u> | C. Do A-133 audit requirements apply to the State MOE resources and do contracts stipulate that the State MOE resources should be tested in an A-133 audit in accordance with Federal Program requirements? |

If A-C above are all yes, the state program is not a State Project and should not be included in the CSFA.

If any of A-C above are no, the state program is a State Project and must be assigned a CSFA number.

If Question 4 above is yes, answer the following:

Yes No

- | | | |
|------------|--------------------------|--|
| <u>N/A</u> | <input type="checkbox"/> | Are any of the State resources provided to a non-state organization? |
|------------|--------------------------|--|

If no, the state program is not a State Project and should not be included in the CSFA.

If yes, the state program must be evaluated using the following criteria:

Yes No

- ☒ ☐ A. Does the state program establish programmatic objectives, which must be met by the non-state organization in order for it to receive State resources? (e.g. legislative intent, programmatic outcomes/goals, or are related to the Agency's mission)
- ☒ ☐ B. Does the state program provide resources to enhance or support the operations or programs of a non-state organization?
- ☒ ☐ C. Does the state program provide resources to a non-state organization for providing a program service? (i.e. Are the services provided by the non-state organization consistent with the programmatic objectives?)
- ☒ ☐ D. Does the state program contain specific laws, guidelines or regulations regarding allowable program expenditures?

If any of A-D above is yes, the state program is a State Project and must be assigned a CSFA number.

Based on your analysis above and discussions with appropriate agency personnel, state your conclusion regarding the state program:

(Check one) A State Project: ☒ Not a State Project: ☐

Comments:

Completed By: (Program Personnel)

Print Name: Wibet Hay Phone Number: 954-777-4573

Title: Senior Transit Coordinator

Signature: [Signature] Date: 12/29/2014

Budget Office Review: (Applies only to Questions 1-4)

Print Name of Reviewer: _____ Phone Number: _____

Title: _____

Signature of Reviewer: _____ Date: _____

Finance and Accounting Review: (Applies only to Question 3 A-C and Question 4 A-D)

Print Name of Reviewer: _____ Phone Number: _____

Title: _____

Signature of Reviewer: _____ Date: _____

Office of Inspector General Receipt:

Print Name of Receiver: _____ Phone Number: _____

Title: _____

Signature of Receiver: _____ Date: _____

Questions regarding the evaluation of a state program or if it has been determined that the state program is a State Project and has not been assigned a CSFA number, contact your FSAA State agency liaison or the Department of Financial Services, Bureau of Auditing, at (850) 413-3060 or Suncom 293-3060. The Agency's Office of Inspector General must forward each original completed and approved checklist to the Department of Financial Services, Bureau of Auditing, 200 East Gaines Street, Tallahassee, Florida 32399-0355. Reference may be made to Rule 69I-5, FAC.



Florida Department of Transportation

RICK SCOTT
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

JIM BOXOLD
SECRETARY

January 12, 2015

Claudia Salazar
Grants Coordinator
Palm Tran
3201 Electronic Way
West Palm Beach, FL 33407

Subject: FM No.: 407184-2-84-01
Contract No.: ARQ89
Description: NEW JPA

Dear Claudia:

Enclosed are two (2) fully executed Joint Participation Agreements (JPA) for the above referenced project. Please keep this office advised of the progress on this project as required by the JPA.

In accordance with Paragraph 18.00, the expiration date of the agreement is **December 31, 2019**. At expiration, any unused funds will be unencumbered and the contract will be canceled. If the contract needs to be extended, please notify us in writing at least 60 days prior to the expiration date. In addition, paragraph 18.10 requires final invoicing within 120 days after the contract expiration date.

Should you have any questions regarding this Agreement, please call me at (954) 777-4573.

Sincerely,

Wibet Hay
Transit Coordinator
Office of Modal Development

encl

cc: File

www.dot.state.fl.us