

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

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Meeting Date: June 10, 2025	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
Department: Palm Tran	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Interlocal Agreement (ILA) with the City of Boca Raton (City) regarding the funding and operation of a Mobility on Demand (MOD) Service, which will be partially funded by the Florida Department of Transportation (FDOT) Amendment No. 1(Amendment) of the Service Development Program; Public Transportation Grant Agreement (PTGA) G2Y56 (3AA-4). The ILA in the amount of \$630,675 will be effective retroactively from May 1, 2025 to April 30, 2028.

Summary: The City will operate the MOD service via contracted service, to commence in Fiscal Year (FY) 2026 The zone shall cover the area between Clint Moore Rd (North), I-95 (East), Spanish River Boulevard (South) and Military Trail (West) to connect with the existing Palm Tran fixed routes and City shuttles. The ILA will be effective retroactively from May 1, 2025, with a three (3) -year term, terminating on April 30, 2028, unless terminated sooner by either party in accordance with the terms of the ILA. PTGA G2Y56 will cover 50% of the amount of the project or \$420,450. **Palm Beach County (County) and the City will each provide \$210,225 or 25%. The County's contribution represents 50% of the required match of \$420,450.** FDOT has consented to the City being a subrecipient under the PTGA.

The Amendment requires broader indemnification by the County than that approved by PPM CW-F-049. The Amendment requires the County and its officers, agents, or employees to indemnify, defend, and hold harmless FDOT and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of the County's non-compliance or performance of this agreement. The indemnification obligation must also be passed on to contractors and/or consultants. The Risk Management Department and County Attorney's Office have reviewed the indemnification requirements for this grant and advised staff accordingly. Given that liability is limited to County's non-compliance or performance of this agreement and to the statutory caps of Section 768.28, Florida Statutes, staff recommends Board of County Commissioners (BCC) approval. Countywide (MM)

Background and Justification: On February 4, 2024, Palm Tran presented its proposed service changes to the BCC. These service changes included the introduction of three (3) pilot Transit Network Company (TNC) voucher zones to replace routes 21, 52, and segments of route 92. Funding received from the Amendment of the Service Development Program, PTGA G2Y56 (3AA-4), will go towards implementation of the TNC program for MOD service via contracted service in the City. The zone shall cover the area between Clint Moore Rd (North), I-95 (East), Spanish River Boulevard (South) and Military Trail (West) to connect with the existing Palm Tran fixed routes and City shuttles.

Attachments: 1. Interlocal Agreement (ILA) (4)
2. PTGA G2Y56

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Recommended By: 	5/16/25
Executive Director	Date

Approved By: 	6/5/25
Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					
Operating Costs		\$210,225	\$210,225	\$210,225	
External Revenues		(\$140,150)	(\$140,150)	(\$140,150)	
Program Income(County)					
In-Kind Match(County)					
NET FISCAL IMPACT		\$70,075	\$70,075	\$70,075	
#ADDITIONAL FTE					
POSITIONS (CUMULATIVE					


Is Item Included in the Current Budget? ☐ Yes ☒ No
Does this item include the use of federal funds? ☐ Yes ☒ No
Does this item include the use of state funds? ☒ Yes ☐ No

Budget Account No:

Fund	Department	Units	Object	RSRC
1340	540	5130	3401	
1341	542	5059	3401	3449


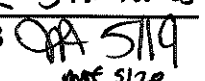
B. Recommended Sources of Funds/Summary of Fiscal Impact:

The net fiscal impact is included in the FY 2026 proposed budget

C. Departmental Fiscal Review: 
Lyne Johnson, Director of Admin Services

III. REVIEW COMMENTS:

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


OFMB  5/19
MFC 5/20


Contract Dev. & Control  5/23/25

B. Legal Sufficiency


Assistant County Attorney

C. Other Department Review

Department Director

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

City of Boca Raton



Incorporated 1925

RESOLUTION

60-2025

1
2 A RESOLUTION OF THE CITY OF BOCA RATON
3 AUTHORIZING THE CITY MANAGER AND CITY CLERK TO
4 EXECUTE AN AGREEMENT WITH PALM BEACH COUNTY
5 FOR THE PURPOSE OF PROVIDING FUNDING FOR THE
6 MOBILITY ON DEMAND SERVICE CONNECTING TO THE
7 BOCA RATON TRI-RAIL STATION; PROVIDING FOR
8 SEVERABILITY; PROVIDING FOR REPEALER;
9 PROVIDING AN EFFECTIVE DATE
10

11 WHEREAS, the City of Boca Raton collaborated with the County's transit system unit,
12 Palm Tran, and applied for a service development grant from the Florida Department of
13 Transportation (FDOT) for providing Mobility On Demand service in the City of Boca Raton; and

14 WHEREAS, the City desires to enter into a funding agreement with Palm Beach County
15 to equally split the local match for the Florida Department of Transportation Mobility On Demand
16 Service Development Grant and to start the service for a three (3) year period; and

17 WHEREAS, such funding grant agreement has been prepared and a copy thereof is
18 attached hereto; now therefore
19

1 BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BOCA RATON:

2
3 Section 1. That the City Manager and City Clerk be authorized to execute the funding
4 agreement, a copy of which is attached hereto, together with such nonmaterial changes as may
5 be acceptable to the City Manager.

6 Section 2. That annual expenditure in amount not to exceed \$70,075, for the three-
7 year term of the agreement, is hereby authorized, subject to authorization of additional
8 expenditures pursuant to the Procurement Code.

9 Section 3. If any section, subsection, clause or provision of this resolution is held
10 invalid, the remainder shall not be affected by such invalidity.

11 Section 4. All resolutions or parts of resolutions in conflict herewith shall be and hereby
12 are repealed.

13 Section 5. This resolution shall take effect 10 days after adoption.

14
15 PASSED AND ADOPTED by the City Council of the City of Boca Raton this 22nd day
16 of April, 2025.

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18 CITY OF BOCA RATON, FLORIDA
19

20 ATTEST:

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24 Mary Siddons
25 Mary Siddons, City Clerk
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Scott Singer
Scott Singer, Mayor

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COUNCIL MEMBER	YES	NO	ABSTAINED
MAYOR SCOTT SINGER	✓		
DEPUTY MAYOR FRAN NACHLAS	✓		
COUNCIL MEMBER YVETTE DRUCKER	✓		
COUNCIL MEMBER ANDY THOMSON	✓		
COUNCIL MEMBER MARC WIGDER	✓		

3

**FUNDING AGREEMENT FOR THE
PROVISION OF PUBLIC TRANSPORTATION SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONERS
OF PALM BEACH COUNTY, FLORIDA
AND
THE CITY OF BOCA RATON**

THIS AGREEMENT is made and entered into this 2nd day of May, 2025, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), and the City of Boca Raton, a Florida municipal corporation (hereinafter referred to as "City").

WHEREAS, the County, as part of its countywide public transit system, Palm Tran, Inc. (referred to hereinafter as “Palm Tran”), wishes to provide funding to the City to support providing Mobility on Demand service in the City, providing first and last mile service to existing Palm Tran fixed routes 2, 3, and 94, as well as the City shuttle routes connecting to the Boca Raton Tri-rail Station; and

WHEREAS, the City desires to be a subrecipient of the Florida Department of Transportation Mobility on Demand Service Development Grant alongside the County as a recipient; and

WHEREAS, the City agrees to enter into a funding agreement with the County to equally split the local match for the Florida Department of Transportation Mobility on Demand Service Development Grant to initially fund the service for three (3) years;

NOW THEREFORE, in consideration of the mutual promises contained herein, the County and the City do hereby agree as follows:

1. The City will procure and supervise the Mobility on Demand service via a turnkey contracted service in accordance with the City's procurement methods. The zone for the Mobility on Demand service shall cover the area between Clint Moore Rd (North), I-95 (East), Spanish River Boulevard (South) and Military Trail (West) to connect with the existing Palm Tran fixed routes and City shuttle routes connecting to the Boca Raton Tri-rail Station.
2. The City, in collaboration with PalmTran, will develop the operational parameters for the Mobility on Demand service, including but not limited to, operational hours, wait

- 1 times, number of vehicles, transportation service standards, vehicle operational
2 requirements, customer communications, and reporting requirements.
- 3 3. The City will determine and establish the applicable fares based on applicable fare
4 analyses and in compliance with all federal, state, and local requirements.
- 5 4. The service will be identified as Mobility on Demand Boca Raton North.
- 6 5. Operational parameters for the Mobility on Demand service may be changed,
7 added, or deleted by the City in accordance with the City's procurement policies,
8 and federal, state, and local requirements, and notification to Palm Tran within 30
9 days of such changes.
- 10 6. This funding Agreement shall be in effect for a term of three (3) years commencing
11 on May 1, 2025, and terminating on April 30, 2028, unless sooner terminated by
12 either party in accordance with the terms of this Agreement.
- 13 7. The County's representative/liaison during the performance of this Agreement shall
14 be Palm Tran's Revenue Administrator, whose telephone number is 561-812-5310.
15 The City's representative/liaison during the performance of this Agreement shall be
16 the City Traffic Engineer, whose telephone number is 561-416-3387. A party may
17 change its representative/liaison upon notice to the other party. Notice shall be
18 provided in the manner set forth in Section 23 of this Agreement.
- 19 8. The total duration of the Florida Department of Transportation Mobility on Demand
20 Service Development Grant is currently three years with an estimated annual cost
21 of \$280,300 per year. The Florida Department of Transportation (FDOT) shall
22 reimburse, through PalmTran, to the City an amount of \$140,150 per year
23 throughout the duration of this three-year grant.
- 24 9. The County agrees to pay to the City an additional amount of \$70,075 for the initial
25 year of this Agreement, \$70,075 for year two, and \$70,075 for year three, to fund
26 half of the operating FDOT Service Development Grant local match of the service
27 contemplated under this Agreement. The City shall be responsible for funding the
28 remaining local match, i.e., \$70,075 annually and any costs in excess of the total
29 annual grant allocations, i.e., \$280,300 per year related to this service.
- 30 10. If the City desires to extend this service beyond the initial grant duration, the County
31 encourages the City to plan and budget for this service in their Capital Improvement

- 1 Program (CIP). The County and the City may amend this funding grant agreement
2 or execute a separate funding agreement describing the terms and conditions of
3 funding arrangement beyond the initial grant duration.
- 4 11. The City shall submit an invoice to the County for payment of the annual amount for
5 the initial year within ninety (90) days from the effective date of the Agreement and
6 thereafter on October 1 of the subsequent year.
- 7 12. Nothing contained in this Agreement shall be construed as a waiver of either party's
8 sovereign immunity except as set forth in Section 768.28, F.S. Moreover, nothing
9 contained herein shall be construed as creating any personal liability on the part of
10 any official, officer, agent or employee of the County, Palm Tran, Inc., or the City,
11 nor shall it be construed as creating or giving any rights or benefits hereunder to any
12 other person or entity. The County's and the City's obligations shall be strictly limited
13 to those expressly set forth in this Agreement. This Agreement is not intended to
14 be a third party beneficiary contract and confers no rights on anyone other than the
15 County, Palm Tran, Inc. or the City. The County and the City shall have no obligation
16 to any individual or other entity, association, or group who is in any way associated
17 with or might benefit from the terms of this Agreement. Nothing herein will constitute
18 any imposition or acceptance of any obligation or liability not otherwise imposed by
19 law upon the County or the City.
- 20 13. Each party's performance and obligations under this Agreement are contingent
21 upon an annual appropriation by its legislative body for the purposes described in
22 this Agreement.
- 23 14. This Agreement shall be construed by and governed by the laws of the State of
24 Florida. Any and all legal action necessary to enforce this Agreement will be held in
25 Palm Beach County. **BY ENTERING INTO THIS AGREEMENT COUNTY AND**
26 **CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE**
27 **TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS**
28 **AGREEMENT.**
- 29 15. No remedy conferred herein upon any party is intended to be exclusive of any other
30 remedy, and each and every such remedy shall be cumulative and shall be in
31 addition to every other remedy given hereunder or now or hereafter existing at law,
32 in equity, by statute, or otherwise. No single or partial exercise by any party of any

1 right, power, or remedy, shall preclude any other or further exercise thereof.
2 Moreover, no waiver of any provision of this Agreement shall be effective unless it
3 is in writing, signed by the party against whom it is asserted. Any such waiver shall
4 only be applicable to the specific instance to which it relates and shall not be deemed
5 a continuing or future waiver.

- 6 16. Nothing contained in this Agreement shall create an agency relationship between
7 the parties or between Palm Tran, Inc. and the City.

8 The preparation of this Agreement has been a joint effort of the parties, and the
9 resulting document shall not, solely as a matter of judicial construction, be construed
10 more severely against one of the parties than the other. Should any provision of
11 this Agreement be held invalid by a court of competent jurisdiction, such
12 determination shall not affect the remaining portions of the Agreement; provided,
13 however, that nothing shall relieve the City of its funding obligation and the County
14 of its operational obligations and responsibilities.

- 15 17. Pursuant to Palm Beach County Resolution No. R 2017-1770, as it may be
16 amended, it is the policy of the Board of County Commissioners of Palm Beach
17 County that it shall neither conduct business with nor appropriate any funds for any
18 organization or entity that practices discrimination on the basis of race, color,
19 religion, disability, sex, age, national origin, ancestry, marital status, familial status,
20 sexual orientation, gender identity and expression, or genetic information. As a
21 condition of entering into this Contract, the City and County represent and warrant
22 that they will comply with the County's Nondiscrimination Policy as described in
23 Resolution 2017-1770. Failure to meet this requirement shall be considered a
24 default of this Agreement. This clause is not enforceable by or for the benefit of,
25 and creates no obligation to, any third party.

- 26 18. The County has established the Office of the Inspector General in Palm Beach
27 County Code as set forth in Sections 2-421 through 2-440, of the Palm Beach
28 County Code, as may be amended. The Inspector General's authority includes, but
29 is not limited to, the power to review past, present and proposed County and City
30 contracts, transactions, accounts and records, to require the production of records,
31 and to audit, investigate, monitor and inspect the activities of any entity contracting
32 with the County and the City, its officers, agents, employees, and lobbyists in order
33 to ensure compliance with contract requirements and detect corruption and fraud.

1 Failure to cooperate with the Inspector General or interfering with or impeding any
2 investigation is a violation of Palm Beach County Code, Sections 2-421 through 2-
3 440. Such violation is punishable pursuant to Section 125.69, Florida Statutes, in
4 the same manner as a second degree misdemeanor.

5 19. The City and the County further agree to maintain, in Palm Beach County, Florida,
6 all records relating to this Agreement for a period of at least five (5) years following
7 the expiration of this Agreement. All records stored electronically must be provided
8 to the other in a format that is compatible with the information technology systems
9 of the County. Such records shall be made available to City, County, Palm Tran,
10 Inc., and state and federal agencies, for the purpose of review, inspection, audit,
11 and reproduction, during regular business hours, at the City's and the County's
12 addresses identified in Section 23 of this Agreement.

13 20. This Agreement may be terminated by the City, with or without cause and for the
14 convenience of the City, upon sixty (60) days prior written notice to the County.

15 21. This Agreement may be terminated by the County, with or without cause and for
16 convenience of the County, upon thirty (30) days prior written notice to the City.

17 22. The parties agree that this Agreement sets forth the entire agreement between the
18 parties, and that there are no promises or understanding other than those stated
19 herein. No modification, amendment, or alteration shall be effective unless
20 contained in a written document executed with the same formality and equality of
21 dignity as this Agreement.

22 23. In the event the City's or the County's performance of any of its obligations or duties
23 hereunder shall be interrupted or delayed by any occurrence, whether such
24 occurrence be by an act of God, common enemy, or the result of war, labor unrest
25 or dispute, riot, weather, pandemic, sovereign conduct or other natural or public
26 cause which is reasonably determined to interfere with the ability to perform, the City
27 or the County shall not be considered to be in default and will be excused from
28 performance until it determines it may recommence performance of the Agreement.

29 24. The City and the County will promptly notify each other of any citizen complaint,
30 claim, suit or cause of action threatened or commenced, against it which arises out
31 of or relates, in any manner, to the Mobility on Demand service or the performance
32 of this Agreement. Each party agrees to cooperate with the other in any

1 investigation either may conduct, the defense of any claim or suit in which either
2 party or Palm Tran, Inc., or any of their respective officers, directors, employees,
3 servants or agents is named, and shall do nothing to impair or invalidate any
4 applicable insurance coverage.

- 5 25. All notices required under this Agreement shall be sent by certified mail, return
6 receipt requested, hand delivery or other delivery service requiring signed
7 acceptance. If sent to the County, notices shall be addressed to:

8 Palm Tran, Inc.
9 Attn: Executive Director
10 3201 Electronics Way
11 West Palm Beach, Florida 33407

12 If sent to the City, notices shall be addressed to:

13 City of Boca Raton
14 Attn: Zachary Bihr, Director, Public Works and Engineering
15 2500 NW 1st Avenue
16 Boca Raton, Florida 33432
17
18

19
20 (REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)
21
22

1 **IN WITNESS WHEREOF**, the Board of County Commissioners of Palm Beach County,
2 Florida has made and executed this Agreement on behalf of the County, and the City Council of
3 the City of Boca Raton, by and through its Mayor acting on behalf of the City of Boca Raton, has
4 made and executed this Agreement, and each has set its hand the day and year first above written.

5
6
7 **ATTEST:**

8
9 **JOSEPH ABRUZZO**, Clerk & Comptroller

**PALM BEACH COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA,
BOARD OF COUNTY COMMISSIONERS**

10
11 By: _____
12 Deputy Clerk

By: _____
Maria Marino, Mayor

13
14 **ATTEST:**

**THE CITY OF BOCA RATON, by its
CITY COUNCIL**

15
16
17 By: Mary Siddons
18 City Clerk
19

By: Scott Singer
Scott Singer, Mayor

20 **APPROVED AS TO FORM AND**
21 **LEGAL SUFFICIENCY**

**THE CITY OF BOCA RATON, by its
CITY MANAGER**

22 By: Jeffrey Shifflet for
23 City Attorney
24
25
26

By: George S. Brown
George S. Brown, City Manager

27 **APPROVED AS TO FORM AND**
28 **LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

29 By: [Signature]
30 County Attorney
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32
33
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36

By: [Signature]
Ivan D. Maldonado, Executive Director
Palm Tran, Inc.

Financial Project Number(s): <small>(Item-segment-phase-sequence)</small> 454042-1-84-01	Fund(s): Work Activity Code/Function: 215	DDR	FLAIR Category: 088774
	Federal Number/Federal Award Identification Number (FAIN) – Transit only:		Object Code: 751000
Contract Number: G2Y56	Federal Award Date:		Org. Code: 55042010429
CFDA Number: N/A	Agency SAM/UEI Number:		Vendor Number:
CFDA Title: N/A			
CSFA Number: 55.012			
CSFA Title: Public Transit Service Development Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into 06/18/2024 | 9:26 PM EDT, by and between the State of Florida, Department of Transportation, ("Department"), and the Palm Beach County Board of County Commissioners, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 341.051, Florida Statutes, to enter into this Agreement.
2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in provision of funds for Voucher/Mobility on Demand Pilots, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- Aviation

Seaports

X

Transit

Intermodal

Rail Crossing Closure

Match to Direct Federal Funding (Aviation or Transit)

(Note: Section 15 and Exhibit G do not apply to federally matched funding)

Other

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- X

Exhibit A: Project Description and Responsibilities
- X

Exhibit B: Schedule of Financial Assistance
- *Exhibit B1: Deferred Reimbursement Financial Provisions
- *Exhibit B2: Advance Payment Financial Provisions
- *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- *Exhibit C: Terms and Conditions of Construction
- X

Exhibit D: Agency Resolution
- X

Exhibit E: Program Specific Terms and Conditions
- X

Exhibit F: Contract Payment Requirements

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT

Form 725-000-01
STRATEGIC
DEVELOPMENT
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- ☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance
- ☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
- ☐ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
- ☐ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.
6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 1, 2027. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.
- a. ☐ If this box is checked the following provision applies:
- Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.
7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.
8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.
- a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 07/22

- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

- a. The estimated total cost of the Project is \$212,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$106,000 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

____ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
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Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. 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 deliverables are received, inspected or verified, and approved.
- If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these 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 Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

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- j. **Submission of 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 "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.
- k. **Offsets for Claims.** 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 agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** 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 Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project**

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Description and Responsibilities, and as set forth in **Exhibit “B”, Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit “A”, Project Description and Responsibilities**.

11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.
- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency’s design consultant and/or construction contractor has secured the necessary permits.
 - b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
 - c. **Notification Requirements When Performing Construction on Department’s Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department’s right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department’s right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
 - d. ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
 - e. ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
 - f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms

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and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

- g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. **Approval of Third Party Contracts.** 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 and 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. 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.
- b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** 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, in accordance with this Agreement.
- c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors

Category two is
\$35,000

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and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

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

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by

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Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

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- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the Federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 - 5. Withhold further Federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
 605 Suwannee Street
 Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

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- i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:
- Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us
- And
- State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us
- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as

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applicable.

- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

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

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- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. 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.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

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- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability Insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of

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the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** 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.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

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- e. **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.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so 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.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

R2024-0646 JUN 04 2024
AGENCY the Palm Beach County Board of
County Commissioners

By: _____
Name: Maria Sachs
Title: Mayor

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
DocuSigned by:
By: John Krane
Name: John P. Krane, P.E.
Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Francine Steelman
DocuSigned by:
Francine Steelman
43DE6BB3D3BF464...

ATTEST: JOSEPH ABRUZZO, CLERK AND COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Palm Beach County Attorney

APPROVED AS TO TERMS AND CONDITIONS

Executive Director PALM TRAN

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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Implementation of pilot projects in various locations in Palm Beach County that include route modifications and partial route eliminations, provision of Transportation Network Company (TNC) vouchers, and other mobility on demand services.

B. Project Location (limits, city, county, map): Palm Beach County County

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): In order to test new efficiency and effectiveness measures, Palm Tran will implement pilot projects in various locations in Palm Beach County that will include route modifications and partial route eliminations, provision of Transportation Network Company (TNC) vouchers, and other mobility on demand services.

"Service Development Projects specifically include projects involving the use of new technologies, services, routes, or vehicle frequencies; the purchase of special transportation services, and other such techniques for increasing service to the riding public as are applicable to specific localities and transit user groups. Projects involving the application of new technologies or methods for improving operations, maintenance, and marketing in public transit systems can be funded through the Service Development program. Eligible capital costs are any costs that would be defined as capital costs by the Federal Transit Administration. Examples would include, but not be limited to: the acquisition of buses for fleet and service expansions; transfer facilities; intermodal terminals and park and ride facilities; and passenger amenities, such as passenger shelters and bus stop signs. Eligible net operating costs are all operating costs of a project; less any federal funds, fares, or other sources of income to the project."

D. Deliverable(s): provision of new on-demand services and ridership/trip data

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): candy, alcohol, decorations, greeting-cards, lobbying, personal cell phone, office parties, entertainment, food, fans, coffee pots, portable heaters, refrigerators, microwave ovens, congratulatory telegrams, refreshments, banquets, catering, gifts, flowers, or promotional items.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

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EXHIBIT B

Schedule of Financial Assistance
TRANSIT OPERATING ONLY

FUNDS AWARDED TO THE AGENCY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Project Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
454042-1-84-01	DDR	088774	2024	751000	55.012	Public Transit Service Development Program	\$106,000.00
	LF						\$106,000.00
Total Financial Assistance							\$212,000.00

B. Operations Phase - Estimate of Project Costs by Budget Category:

Budget Categories Operations (Transit Only) *	State	Local	Federal	Total
Salaries	\$0	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0	\$0
Contractual Services	\$106,000	\$106,000	\$0	\$212,000
Travel	\$0	\$0	\$0	\$0
Other Direct Costs	\$0	\$0	\$0	\$0
Indirect Costs	\$0	\$0	\$0	\$0
Totals	\$106,000	\$106,000	\$0	\$212,000

* Budget category amounts are estimates and can be shifted between items without amendment (because they are all within the Operations Phase).

C. Cost Reimbursement

The Agency will submit invoices for cost reimbursement on a:

- ☐ Monthly
☒ Quarterly
☐ Other:

basis upon the approval of the deliverables including the expenditure detail provided by the Agency.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	00901:300-00
--	--------------

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Jayne Pietrowski

Department Grant Manager Name

DocuSigned by:
Jayne Pietrowski
0E14695055194BD...

06/17/2024 | 11:00 AM EDT

Date

Signature

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**PUBLIC TRANSPORTATION
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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

RESOLUTION NO. R2024- 0645

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS (BCC), OF PALM BEACH COUNTY, FLORIDA, APPROVING A PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA), IN PUBLIC TRANSIT SERVICE DEVELOPMENT PROGRAM FUNDING (CSFA 55.012) WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), PROVIDING A GRANT IN THE AMOUNT OF \$106,000, FOR VOUCHER/MOBILITY ON DEMAND PILOT. THIS PTGA WILL BECOME EFFECTIVE UPON FDOT EXECUTION WITH AN EXPIRATION DATE OF JUNE 1, 2027; ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, the Public Transportation Grant 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

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 the PTGA providing a grant in the amount of \$106,000.
- 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 Board of County Commissioners authorizes its Mayor, on behalf of the Board of County Commissioners of Palm Beach County, Florida, to execute the PTGA with the Florida Department of Transportation providing a grant in the amount of \$106,000

This Resolution shall take effect immediately upon its adoption.
The foregoing Resolution was offered by Commissioner Weiss, who moved its adoption. The motion was seconded by Commissioner Marino, and upon being put to a vote, the vote was as follows:


Commissioner Maria Sachs, Mayor	Aye
Commissioner Maria G. Marino, Vice Mayor	Aye
Commissioner Gregg K. Weiss	Aye
Commissioner Michael Barnett	Aye
Commissioner Marci Woodward	Aye
Commissioner Sarah Baxter	Aye
Commissioner Mack Bernard	Aye

The Mayor thereupon declared the resolution duly passed and adopted this 4th day of June, 2024.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:  County Attorney

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COMMISSIONERS
Joseph Abruzzo, Clerk and Comptroller

By:  Deputy Clerk

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**EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT
(Service Development)**

- 1. Conformance with Enabling Legislation.** This Agreement is in conformance with Section 341.051, F.S.
- 2. Bus Transit System.** In accordance with Section 341.061, F.S., and Rule Chapter 14-90, Florida Administrative Code, the Agency shall submit and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety Program Plan pursuant to Rule Chapter 14-90, F.A.C., and has performed annual safety inspections of all buses operated.
- 3. Transit Vehicle Inventory Management.** The agency will follow the Department's Transit Vehicle Inventory Management Procedure (725-030-025), which outlines the requirements for continuing management control, inventory transfer and disposal actions. This procedure pertains ONLY to capital procurements of rolling stock using the FTA Section 5310, Section 5311, Section 5316, and Section 5317 programs as the funding source, or where the Department participates in 50% or more of the public transit vehicle's purchase price. This may include vehicles purchased under the State Transit Block Grant Program, State Transit Corridor Program, State Transit Service Development Program, or other applicable Department programs.
- 4. Progress Reports.** The Agency will submit Semi-Annual Progress Reports on monthly ridership data. Reports are due no later than January 30th for the period ending December 31st and July 30th for the period ending June 30th.
- 5. Project Goals and Service Data.** The Agency must report on work efforts and provide a detailed, side-by-side comparison of the project goals and actual service data.
- 6. Submittal of Proposed Timeline.** The Agency will submit a Proposed Time Line for Service Development Activities prior to the commencement of the project.
- 7. Final Report.** At any time when it becomes necessary to terminate the project or at the end of the two years, a Final Report will be submitted by the Agency. This report will accompany the Final Invoice for reimbursement. The Final Report will include the following:
 - a) An evaluation of the attainment of the goals and objectives.
 - b) The reasons any of the goals were not met.
 - c) The benefit accrued by the Agency.
 - d) A statement of the Agency's intent to continue with the service demonstrated.

-- End of Exhibit E --

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EXHIBIT F

**Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Public Transit Service Development Program
CSFA Number: 55.012
*Award Amount: \$106,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.012 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

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

State Project Compliance Requirements for CSFA Number 55.012 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

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

To: Jayne.Pietrowski@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

G2Y56

5/21/2024

CONTRACT INFORMATION

Contract:	G2Y56
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	PALM BEACH COUNTY BOCC
Vendor ID:	F596000785153
Beginning Date of This Agreement:	05/20/2024
Ending Date of This Agreement:	05/31/2027
Contract Total/Budgetary Ceiling:	ct = \$106,000.00
Description:	SERVICE DEVELOPMENT PALM TRAN MOBILITY ON DEMAND PILOT

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 5/21/2024

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55042010429
Expansion Option:	A1
Object Code:	751000
Amount:	\$106,000.00
Financial Project:	45404218401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2024
Budget Entity:	55100100
Category/Category Year:	088774/24
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$106,000.00