

RESOLUTION NO. 2011- 108

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A JOINT PARTICIPATION AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ST JOHNS COUNTY, FLORIDA AND THE FLORIDA DEPARTMENT OF TRANSPORTATION DESIGNATING ST JOHNS COUNTY AS THE RECIPIENT OF A PUBLIC TRANSIT BLOCK GRANT, FINANCIAL PROJECT NUMBER 41844-1-84-11, IN THE AMOUNT OF \$304,671, AND AUTHORIZING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF ST JOHNS COUNTY, FLORIDA TO EXECUTE THE JOINT PARTICIPATION AGREEMENT ON BEHALF OF THE COUNTY AND AUTHORIZE THEIR EXPENDITURE BY ST. JOHNS COUNTY.**

**WHEREAS,** A Florida Department of Transportation Public Transit Block Grant in the amount of \$304,671 will be used for the operation of the transit system in St Johns County, and

**WHEREAS,** only a public entity can be the recipient of this Florida Department of Transportation Public Transit Block Grant; and

**WHEREAS,** the Florida Department of Transportation Public Transit Block Grant requires a fifty (50) percent match of \$304,671 for a total project cost of \$609,342; and

**WHEREAS,** St Johns County **will not be required** to provide the \$304,671 match for this grant; and

**WHEREAS,** the \$304,671 match will come from revenues received by the St Johns County Council on Aging for transportation services they provide to other agencies and the general public; and

**WHEREAS,** a Joint Participation Agreement is required between the Board of County Commissioners of St Johns County, Florida and the Florida Department of Transportation for these funds to be received; and

**WHEREAS,** the County has reviewed a copy of the proposed Joint Participation Agreement (attached hereto, and incorporated herein) between the County, and the Florida Department of Transportation; and

**WHEREAS,** the Chairman of the Board of County Commissioners of St Johns County, Florida with the authorization of the Board, is authorized to execute and file applications on behalf of St. Johns County, Florida in relation to this Joint Participation Agreement, with the Florida Department of Transportation; and

**WHEREAS,** the Board of County Commissioners authorizes the County Administrator or his designated representative to execute any other related documents and take any other actions necessary in connection with the resulting grant agreement on behalf of St. Johns County, Florida with the Florida Department of Transportation.

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioner of St Johns County, Florida, that:

1. The above recitals are incorporated by reference into the body of this Resolution, and such Recitals are adopted as Findings of Fact.
2. The Board of County Commissioners of St. Johns County, Florida, approves the terms, and conditions of the Joint Participation Agreement (FDOT Financial Project Number 418441-1-84-11), for \$304,671, between the Board of County Commissioners St Johns County, Florida and the Florida Department of Transportation, and authorizes the Chairman of the Board of County Commissioners of St. Johns County, Florida, to execute the Contract on behalf of the County.
3. The funds from this Block Grant will be used for the operation of the transit system in St. Johns County.
4. The \$304,671 match for this grant will come from revenues received through the St. Johns County Council on Aging for transportation services they provide to other agencies and the general public and not from St. Johns County.
5. To the extent that there are typographical or administrative errors that do not change the tenor, or concept of this Resolution, then this Resolution may be revised without the subsequent approval of the Board of County Commissioners.
6. The County Administrator or his authorized designee is authorized to execute any other documents or Supplemental Joint Participation Agreements for the purpose of Scope Changes and/or funding adjustments, as well as execute Assurances, Certifications, and all other documents as may be required in support of the project to include contract time extension(s), as may be required in support of this document.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, State of Florida, this 3rd day of May 2011

**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

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

**J. Ken Bryan, Chair**

**ATTEST:** Cheryl Strickland, Clerk

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

**Deputy Clerk**

**RENDITION DATE** 5/5/11



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

725-030-06  
PUBLIC TRANSPORTATION  
02/11  
Page 1 of 14

|   |  |  |
|---|--|--|
| Financial Project No(s):<br>(Item-segment-phase-sequence)<br><u>418441-1-84-11</u><br><u>418441-1-84-11</u> | Fund: <u>DDR</u><br>Function: <u>683</u><br>Federal No.: _____<br>DUNS No.: <u>80-939-7102</u> | FLAIR <u>088774</u><br>Object Code: <u>750010</u><br>Org. Code: <u>55022020229</u><br>Vendor No.: <u>F596000825003</u><br>CFDA Number: _____ CSFA Number: <u>55010</u> |
|---|--|--|

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and St. Johns County Board of County Commissioners  
500 San Sebastian View, St. Augustine, Florida 32084  
hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before April 30, 2012 and this Agreement will expire unless a time extension is provided in accordance with Section 18.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Chapter 341 \_\_\_\_\_, Florida Statutes, to enter into this Agreement.

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

**1.00 Purpose of Agreement:** The purpose of this Agreement is FY 10/11 State Block Grant Funds for Operating and Capital Assistance.

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

## 2.00 Accomplishment of the Project

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

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

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

**2.40 Submission of Proceedings, Contracts and Other Documents:** The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof.

**3.00 Project Cost:** The total estimated cost of the project is \$ 609,342.00 . This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

**4.00 Department Participation:** The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 304,671.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

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

- (a) Legislative approval of the Department's appropriation request in the adopted work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 17.00 of this Agreement;
- (c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

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

**5.00 Retainage :** Retainage  is  is not applicable. If applicable, \_\_\_\_\_ percent of the Department's total share of participation as shown in paragraph 4.00 is to be held in retainage to be disbursed, at the Department's discretion, on or before the completion of the final project audit.

## **6.00 Project Budget and Payment Provisions:**

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

**6.20 Payment Provisions:** Unless otherwise allowed under Section 4.20, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

## **7.00 Accounting Records:**

**7.10 Establishment and Maintenance of Accounting Records:** The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Documentation of the project account shall be made available to the Department upon request any time during the period of the Agreement and for three years after final payment is made.

**7.20 Funds Received Or Made Available for The Project:** The Agency shall appropriately record in the project account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Department pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the project, which Department payments and other funds are herein collectively referred to as "project funds". The Agency shall require depositories of project funds to secure continuously and fully all project funds in excess of the amounts insured under federal plans, or under State plans which have been approved for the deposit of project funds by the Department, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State Law for the security of public funds, or as approved by the Department.

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

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

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

**7.60 Audit Reports:** In addition to the requirements below, the Agency agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department, including but not limited to site visits and limited scope audits. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the State Comptroller or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of three years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

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

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

#### **7.62 Audits:**

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

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

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

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

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

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

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

2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

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

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

### Part III Other Audit Requirements

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

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

### Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Section 7.62 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

Daphne Lokey-OBrien  
Urban Transit Coordinator  
Florida Department of Transportation  
2198 Edison Avenue, MS 2813

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

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

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

2. In the event that a copy of the reporting package for an audit required by Section 7.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Daphne Lokey-OBrien  
Urban Transit Coordinator  
Florida Department of Transportation  
2198 Edison Avenue, MS 2813

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

Daphne Lokey-OBrien  
Urban Transit Coordinator  
Florida Department of Transportation  
2198 Edison Avenue, MS 2813

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

Daphne Lokey-O'Brien  
Urban Transit Coordinator  
Florida Department of Transportation  
2198 Edison Avenue, MS 2813
  - B. The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450
4. Copies of reports or the management letter required by Section 7.62 Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:
  - A. The Department at each of the following addresses:

Daphne Lokey-O'Brien  
Urban Transit Coordinator  
Florida Department of Transportation  
2198 Edison Avenue, MS 2813  
Jacksonville, Florida 32204-2730
5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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

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



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

**8.00 Requisitions and Payments:**

**8.10 Action by the Agency:** In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District II \_\_\_\_\_ Public Transportation Office 1109 South Marion Avenue, Lake City, Florida , FL, 32025-7368 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 7.10 hereof) to justify and support the payment requisitions.

**8.11** Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

**8.12** Invoices for any travel expenses shall be submitted in accordance with Chapter 112.061, F.S. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

**8.13** For real property acquired, submit;

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

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

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

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

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

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

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

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

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

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

#### **9.00 Termination or Suspension of Project:**

**9.10 Termination or Suspension Generally:** If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

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

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

**10.00 Remission of Project Account Upon Completion of Project:** Upon completion of the project, and after payment, provision for payment, or reimbursement of all project costs payable from the project account is made, the Agency shall remit to the Department its share of any unexpended balance in the project account.

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

#### **12.00 Contracts of the Agency:**

**12.10 Third Party Agreements:** Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

**12.20 Compliance with Consultants' Competitive Negotiation Act:** It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

### **12.30 Disadvantaged Business Enterprise (DBE) Policy**

**12.31 DBE Policy:** The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

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

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

### **13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:**

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

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

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

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

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

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

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

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

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

#### **14.00 Miscellaneous Provisions:**

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

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

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

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

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

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

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

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

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

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

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

**15.00 Plans and Specifications:** In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations concerning any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department as provided in 8.23.

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

#### **17.00 Appropriation of Funds:**

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

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

**18.00 Expiration of Agreement:** The Agency agrees to complete the project on or before April 30, 2012. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Director for Transportation Development. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

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

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

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

**21.00 Restrictions on Lobbying:**

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

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

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

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

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

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

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

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

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

**25.00 E-Verify:** The Agency shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Agency during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Agency to perform work pursuant to the contract with the Department.

Financial Project No(s) 418441-1-84-11

Contract No. AQ828

Agreement Date \_\_\_\_\_

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

AGENCY

FDOT

St. Johns County Board of County Commissioners  
AGENCY NAME

See attached Encumbrance Form for date of Funding Approval by Comptroller

\_\_\_\_\_  
SIGNATORY (PRINTED OR TYPED)

\_\_\_\_\_  
LEGAL REVIEW  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
TITLE

Robert L. Parks, Director for Transportation Dev.  
TITLE



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

This exhibit, referenced by the above Financial Project Number, forms an integral part of that certain Joint Participation Agreement, dated: \_\_\_\_\_, between the State of Florida Department of Transportation and:

St. Johns County Board of County Commissioners  
500 San Sebastian View  
St. Augustine, Florida 32084

PROJECT LOCATION:  
**St. Johns County, Florida**

PROJECT DESCRIPTION:  
**FY 10/11 Block Grant funding for Operating and Capital Assistance**

**SPECIAL CONSIDERATIONS BY AGENCY:**

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

“The Agency shall prepare audits and/or attestations as required by the provisions of Section 216.349(2), Florida Statutes. All audits required hereunder, shall be performed in accordance with Chapter 10.600, Rules of the Auditor General. All audits performed and attestations performed agreement shall be filed with the Department and with the State’s Auditor General.”

**DELIVERABLES SCHEDULE:**

**“Effective July 1, 2010, Section 215.971, Florida Statutes requires all new Joint Participation Agreements (JPA)s scope of work to clearly document contract deliverables and establish minimum level of services(s). JPA scopes will be required to clearly divide project tasks into quantifiable, measurable, and verifiable units of deliverables that must be received and accepted by the Department, in writing, prior to payment for services. Each deliverable must specify the required minimum level of service to be performed and the Department’s criteria for evaluating successful completion. Additional guidance is anticipated on how the Department is expected to implement this requirement. Once this guidance has been provided, it may be necessary for the Department to modify this contract to address any additional provisions needed to provide for measurability, and verifiable deliverables.”**

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

The following conditions would warrant an administrative action by the Department which may result in termination and closure of the grant award:

- NO INVOICE FOR 6 MONTHS
- NO CONTRACT ACTIVITY FOR 18 MONTHS

**EXHIBIT "B"  
PROJECT BUDGET**

This exhibit, referenced by the above Financial Project Number, forms an integral part of that certain Joint Participation Agreement, dated: \_\_\_\_\_, between the State of Florida Department of Transportation and:

St. Johns County Board of County Commissioners  
500 San Sebastian View  
St. Augustine, Florida 32084

I. PROJECT COST: \$609,342.00

---

TOTAL PROJECT COST: \$609,342.00

II. PARTICIPATION:

Maximum Federal Participation  
FTA, FAA ( %) or \$

Agency Participation

In-Kind ( %) \$  
Cash ( 50%) \$304,671.00  
Other ( %) \$

Maximum Department Participation

Primary  
DS, DDR DPTO, DIM, PORT, NSTP ( 50%) or \$304,671.00  
Federal Reimbursable DU, FRA, DFTA ( %) or \$  
Local Reimbursable DL ( %) or \$

---

TOTAL PROJECT COST \$609,342.00

*Additional Information:  
FY 10/11 State Block Grant*

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

This exhibit, referenced by the above Financial Project Number, forms an integral part of that certain Joint Participation Agreement, dated: \_\_\_\_\_,  
between the State of Florida Department of Transportation and:

St. Johns County Board of County Commissioners  
500 San Sebastian View  
St. Augustine, Florida 32084

**Reference statutes as applicable.**

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

**Safety Requirements**

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

\_\_\_\_\_ Fixed Guideway System - (established) In accordance with Section 341.061, Florida Statutes, the Agency shall submit, and the Department shall have on file, annual certification by the Agency of compliance with its System Safety Program Plan, pursuant to Rule 14-15.017, Florida Administrative Code.

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

## EXHIBIT D

725-030-06  
PUBLIC TRANSPORTATION  
04/06

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

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

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

### FEDERAL RESOURCES

| <u>Federal Agency</u> | <u>Catalog of Federal Domestic Assistance (Number &amp; Title)</u> | <u>Amount</u> |
|-----------------------|--|---------------|
| N/A                   |  |               |

#### Compliance Requirements

- 1.
- 2.
- 3.

### STATE RESOURCES

| <u>State Agency</u>          | <u>Catalog of State Financial Assistance (Number &amp; Title)</u> | <u>Amount</u> |
|------------------------------|---|---------------|
| Department of Transportation | 55.010 Public Transit Block Grant Program                         | \$304,671.00  |

#### Compliance Requirements

1. See attached description – Exhibit E
2. See attached description – Exhibit E
3. See attached description – Exhibit E

#### Matching Resources for Federal Programs

| <u>Federal Agency</u> | <u>Catalog of Federal Domestic Assistance (Number &amp; Title)</u> | <u>Amount</u> |
|-----------------------|--|---------------|
|-----------------------|--|---------------|

#### Compliance Requirements

- 1.
- 2.
- 3.

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

## EXHIBIT E

Approved: Effective: December 11, 2008  
Office: Transit  
Topic No.: 725-030-030-i

### **PUBLIC TRANSIT BLOCK GRANT PROGRAM**

#### **PURPOSE:**

To detail the Florida Department of Transportation Public Transit Office's administration and management of the State Public Transit Block Grant Program.

#### **AUTHORITY:**

Sections 341.052, 341.071, 20.23(3)(a), and 334.048(3) Florida Statutes (F.S.), Rule Chapter, 14-73, Florida Administrative Code (F.A.C.)

#### **SCOPE:**

This procedure impacts the Department's Transit Office and District Modal Development Offices responsible for managing this program and Block Grant recipients.

#### **REFERENCES:**

Chapter 341, Florida Statutes (F.S.)  
Procedure No. 725-030-025, Transit Vehicle Inventory Management  
Procedure No. 725-030-005, Public Transit Service Development Program  
Procedure No. 725-030-003, Transit Corridor Program  
Procedure No. 725-000-005, Public Transportation Joint Participation Agreement  
Rule Chapter 14-73, Public Transportation  
CSFA Number 55010

#### **DEFINITIONS:**

**Community Transportation Coordinator:** A transportation entity so designated by the Florida Commission for the Transportation Disadvantaged, as provided for in **Chapter 427, F.S. and Rule Chapter 41-2, F.A.C.**, to serve the transportation disadvantaged population within a designated service area.

**Central Office:** For the purposes of this procedure, the Department of Transportation, 725-030-030-i  
Public Transit Office and/or staff.

**District Office:** For the purposes of this procedure, the Department of Transportation, District Modal Development Office and/or staff.

**Eligible Transit Capital Cost:** Any costs related to the purchase of tangible property. Property includes tangible assets with an expected service life of more than one year at the time of their installation/purchase. Examples would include, but not be limited to: the acquisition of buses for fleet and service expansions; bus maintenance and administrative facilities; transfer facilities; intermodal terminals and park and ride facilities; acquisition of replacement vehicles; passenger amenities, such as passenger shelters and bus stop signs; and miscellaneous equipment such as mobile radio units, supervisory vehicles, fareboxes, computers, and shop and garage equipment.

**Eligible Transit Operating Costs:** The total costs of administration, management, and operations directly incident to the provision of public bus transit services, but excluding the depreciation or amortization of capital assets.

**Front End Funding:** Funding allocation method whereby a local grant recipient incurs eligible expenses to which state block grant funds are first applied and the required local share is applied only after state funds have been drawn down.

## EXHIBIT E

**Joint Participation Agreement (JPA):** A contract between the Department of Transportation and a local sponsor of a transportation project, defining a project and the Department's participation (*Form No. 725-030-06*).

**Local Revenue Sources:** The sum of money received from local government entities to assist in paying transit operation costs, including tax funds, and revenue earned from fare box receipts, charter service, contract service, express service, advertising, and non-transportation activities.

**Local Tax Revenue:** Local tax revenues are those revenues that are made available for operating expenses and are derived from local taxes, whether the taxes are collected by the public transit provider directly or not. Specifically those revenues properly coded to revenue object classes **408** and **409** in the *National Transit Data Base (Section 5335)* Report are local tax revenues.

**Project Income:** Revenues earned by the public transit agency such as those for advertisements, charter, and farebox.

**Public Transit:** The transporting of people by conveyances or systems of conveyances, traveling on land or water, local or regional in nature, and available for use by the public. Public transit systems may be either government owned or privately owned. Public  
725-030-030-i

transit includes those forms of transportation commonly known as "paratransit" characterized by their non-scheduled, non-fixed route nature.

**Public Transit Operating Revenues:** The total revenues received during the year to defray operation and administrative costs. These revenues include: project income, such as advertising and charter revenue; farebox; and local funds, including tax revenues.

**Public Transit Provider:** A public agency providing public transit service, including rail authorities created in *Chapter 343, F.S.*

**Public Transit Service Development Project:** A project to test a new or innovative technique or measure to improve or expand public transit services as defined in the *Public Transit Service Development Program, Procedure No. 725-030-005*.

**National Transit Data Base (Section 5335):** A report submitted by a public transit provider to the Federal Transit Administration in accordance with the uniform System of Accounts and Reports prescribed by *Section 5335* of the *Federal Transit Act*. This report is one basis for the allocation of block grant funds, and the uniform accounts therein are used to validate the lawful use of funds. Requirements can be found in

## EXHIBIT E

### **Attachment A.**

**Section 5307 Provider:** A public transit provider eligible to receive funds from the **Federal Transit Administration's Section 5307 Program** for the purpose of providing public transportation within their service area. Section 5307 funds may be granted to public agencies in urbanized areas of 50,000 population or more, as designated by the U.S. Bureau of the Census. Such an agency becomes eligible to receive block grant funds when the annual element of its Transportation Improvement Program contains a block grant project.

**Section 5311 Provider:** An agency receiving funds from the **Federal Transit Administration's Section 5311 Program** for the purpose of providing public transportation outside an urbanized area. For the purposes of this procedure, the term **Section 5311 Provider** does not include any Community Transportation Coordinators.

**Supplant:** To take the place of, to supersede. To use block grant program funds in place of local tax revenues made available for an eligible public transit provider for operations in the previous year. Such use would result in the block grant award to the public transit operator being reduced by the amount of supplanted local funds. As provided in **Section 341.052(3)(c), F.S.**, the Secretary of Transportation may waive this provision for public transit providers located in a county recovering from a state of emergency.

725-030-030-i

**Transit Corridor Project:** A project to relieve congestion and improve capacity within a transportation corridor as defined in **Procedure No. 725-030-003, Transit Corridor Program**.

**Transit Development Plan:** A **Transit Development Plan (TDP)** is a locally adopted document which includes an assessment of the need for transit services in the local area, identifies the local transit policies, existing services and proposed service improvements, capital and operating costs of the proposed services, existing and proposed sources of funding and a staged implementation plan. The preparation and content of the **TDP** complies with the provisions of **Rule Chapter 14-73, F.A.C.** The Department will accept **TDPs** for review at any time. **TDPs** must be submitted by September 1. Late filed **TDPs** will be accepted if extenuating circumstances beyond the provider's control exist and the District Office is able to complete its review and approval process by the last business day of December.

**Transportation Improvement Program (TIP):** The result of a continuing, cooperative and comprehensive planning process which delineates transportation improvements recommended for federal and state funding during the program period. The TIP is submitted to the Department per the requirements of **Chapter 339, F.S.**

### **1. GENERAL**

1.1 The Public Transit Block Grant Program was enacted by the Florida Legislature to provide a stable source of funding for public transit. Funds are to be awarded to those public transit providers eligible to receive funding from the **Federal Transit Administration's Sections 5307** and **5311** programs and to Community Transportation Coordinators (see definitions). The Department of Transportation will distribute 85% of the funds to **Section 5307** providers and to **Section 5311** providers who are not Community Transportation Coordinators via this procedure. The Florida Commission for the Transportation Disadvantaged will distribute 15% of the funds to Community Transportation Coordinators according to their own procedures.

## EXHIBIT E

**1.2** The block grant funds may be used for eligible capital and operating costs of public transit providers. Funds may also be used for transit service development and transit corridor projects. Projects shall be consistent with applicable approved local government comprehensive plans. State participation is limited to 50% of the non-federal share of capital projects. Up to 50% of eligible operating costs can be paid with program funds, or an amount equal to the total revenue, excluding farebox, charter, advertising revenue and federal funds, received by the provider for operating costs, whichever amount is less.

725-030-030-i

**1.3** Local tax revenues made available for operating costs shall not be supplanted by block grant funds.

### **2. PROJECT DEVELOPMENT**

**2.1** The Central Office is responsible for distributing tables allocating funds to the District Offices and eligible public transit providers each year. The tables will be sent to the District Offices within 30 days following the signing of the appropriations act by the Governor. The Department may supplement the block grant allocations to recipients if **non PTO** funds are available, if requested by the Metropolitan Planning Organization (MPO) or, if there is no MPO, by the county with jurisdiction, consistent with **Section 341.052(8), F.S.**

**2.2** District Offices are responsible for programming those funds according to work program instructions. District Offices are also responsible for informing eligible public transit providers of final allocations no more than 30 days after receipt of the allocation tables from the Central Office. The District Office shall also make final distribution of block grant funds to operating and/or capital projects in response to the written requests of the public transit providers. The District Offices are responsible for preparing Joint Participation Agreements (JPA) between the Department and eligible providers for the identified operating and/or capital projects.

#### **2.3 Joint Participation Agreement (JPA)**

**2.3.1** The District Office shall obtain a written request for a JPA from a public transit provider prior to the preparation of any JPA. The request from the public transit provider shall include a statement of intent to use funds within the limits of the law and shall state how funds will be divided between eligible capital and operating expenses, and whether any funds will be used in a public transit service development project or transit corridor project. The request need only contain enough detail to complete a JPA and required exhibits. Prior to entering into contract with the provider, the District Office shall analyze the request to substantiate that block grant funds, including any supplemental funds, are not expected to 1) exceed the amount local revenue sources will provide to the system, 2) exceed eligible transit operating costs, or 3) supplant local tax revenues made available for operations. The analysis shall be documented by the District Office and kept in the project files. This analysis may be performed by the Central Office if requested by the District Office, or if questions arise regarding the ability of the transit operator to spend block grant funds within the limits of the law.



## EXHIBIT E

725-030-030-i

If the analysis reveals that a public transit provider may not be able to expend funds without breaching the limits listed above, the District Office shall contact the provider prior to preparation of the JPA to inform them of the finding and to discuss the means by which the public transit provider intends to use the funds within the limits of the law. For example, if the analysis indicates that the request for operating assistance appears to be for more funds than there appear to be eligible expenses, the public transit provider may indicate that there are service expansion plans which will generate the necessary eligible expenses.

If the Department and the provider agree that the total block grant cannot be expended, the provider may agree to accept a block grant of less than the total amount. The funds that exceed such lesser agreed-upon amount shall be redistributed to other eligible providers by formula on a statewide basis, in the subsequent block grant allocation.

**2.4** The District Office shall prepare, within 30 calendar days of a request from an eligible public transit provider, a JPA between the Department and the public transit provider receiving block grant funds. An extension to this 30 days may be granted by the District Public Transportation Manager if the analysis of the request indicates that the recipient may not be able to use the funds within the limits of the law, or cannot be completed because the recipient failed to supply the Department with its **National Transit Data Base (Section 5335)** reports and most current budget. The District Office shall not execute a JPA for block grant funds with any transit agency until that agency's annual TDP has been approved. If the TDP is not approved by December 31, the funds for that fiscal year will return to the Central Office to be reallocated among all eligible transit systems in the next work program cycle. JPAs shall be executed as directed in **Procedure No. 725-000-005, Public Transportation Joint Participation Agreement**.

**2.5** The District Office may prepare and execute separate JPAs for operating grants and for capital grants. Capital grants may be divided into as many separate project JPAs as necessary and desirable. Where block grant funds are to be used in eligible service development projects and/or transit corridor projects, the use of these funds is governed by the Department's **Procedure No. 725-030-005, Public Transit Service Development Program**, and/or **Procedure No. 725-030-003, Transit Corridor Program**.

**2.6** Front End Funding (see definition) may be used at the discretion of the District Office, but is not recommended in cases where the questions raised in the analysis (above) are not answered to the satisfaction of the District Office. Any block grant funds distributed to an eligible provider which cannot be expended within the limitations of the block grant program shall be returned to the Department within the same year of the allocation. These funds will be retained

725-030-030-i

in the District cost center, but the amounts will be included in the subsequent statewide block grant formula allocation. Authority will then be reissued for the de-obligated funds, and the District Office will use these funds to reach 100 percent of the District's full block grant allocation in the fiscal year subsequent to the year the funds were de-obligated.

**2.7** *Exhibit "C"* of the JPA shall include, at a minimum, the language in **Procedure**

## EXHIBIT E

### **No. 725-000-005, Public Transportation Joint Participation Agreement.**

#### **3. PROJECT MANAGEMENT**

**3.1** District Offices will visit each recipient no less than once a year at their place of business. The purpose of the visit will be to monitor the recipient's compliance with program guidelines. The visit will be documented in the agency file using the checklist found in **Attachment B** of this procedure.

**3.2** The District Office shall monitor the progress that the public transit provider is making in preparing the **Transit Development Plan** as required by **341.071(1), F.S., and Chapter 14-73, F.A.C.**

**3.3** The District Office shall review for consistency with the **Recipient's National Transit Data Base (Section 5335) report**, and approve any set of performance measures established by recipients which accurately includes the measures indicated in **Attachment A** of this procedure. Recipients may publish additional measures, but all recipients shall be required to publish the core set of measures indicated by the symbol o.

**3.4** District Offices are responsible for collection of the material required to determine eligibility and allocations (**National Transit Data Base (Section 5335) reports and updates or revisions, and current adopted budgets.**)

**3.5** District Offices shall process all invoices in accordance with the **Disbursement Operations Manual, Topic No. 350-030-400**. For operating costs, the format described in **Attachment C** of this procedure will serve as the necessary documentation for the invoice. Only if the invoice includes travel costs will additional documentation of incurred costs be required. If travel costs are included, documentation as outlined in **Travel, Chapter 3, of the Disbursement Operations Manual, Topic No. 350-030-400**, shall be submitted. Invoices for capital expenses shall be supported by documentation of capital expenses as outlined in the JPA.

**3.6** In the event the public transit provider cannot use its entire block grant allocation within the limits of the law, as provided in **Subsection 2.3.1**, the District Office 725-030-030-i shall de-obligate the funds and notify the Central Office of the amount of excess funds. These funds will be redistributed statewide in accordance with the provisions of **Section 2.6**.

**3.7** If an audit reveals that an eligible provider expended block grant funds on unauthorized uses, the provider must repay to the Department an amount equal to the funds expended for unauthorized uses occurring in the year of the allocation. The Department shall redistribute such repayments to other eligible providers in the subsequent allocation per the process described in **Section 2.6**.

**3.8** Upon project closure, the District Office shall have readily available, at a minimum:

(A) a copy of the National Transit Data Base (**Section 5335**) report for the year funds were allocated (see **Attachment A**);

(B) the public transit provider's adopted budget for the year funds were allocated;

(C) a copy of the relevant pages of the TIP for the year funds were allocated;

(D) all Joint Participation Agreements for block grant funds and any amendments for the year funds were allocated together with the letter from the recipient requesting funds;

## EXHIBIT E

- (E) a copy of the performance report for the year funds were allocated with the affidavit of publication or an actual copy of the newspaper publication;
- (F) a copy of the Transit Development Plan prepared in the year funds were allocated;
- (G) documentation that procurement was approved as required by the JPA;
- (H) a copy of each invoice presented for payment;
- (I) documentation of the site visit performed by the District Office; and
- (J) the file may also contain additional correspondence and information considered by the District Office to be important to a comprehensive understanding of the project.

725-030-030-i

### **4. TRAINING**

No training is required by this procedure.

### **5. FORMS**

There are no forms required for this procedure. A sample invoice format is provided as a guide. Samples are not official forms of the Department. They provide only a starting point and can be changed or tailored to fit specific circumstances.

## EXHIBIT E

### Attachment A

#### REQUIREMENTS FOR TRANSIT PERFORMANCE REPORTING

The 1990 Florida Legislature amended **Section 341.041(3), Florida Statutes (F.S.)**, which provides for the Department's transit responsibilities with respect to state transit measures, as follows:

**Develop, publish, and administer state measures concerning system management, performance, productivity, cost distribution and safety of government owned public transit systems and privately owned or operated systems financed wholly or in part by state funding. Such measures shall be developed jointly with representatives of affected publicly owned transit systems and in coordination with affected privately owned systems, with full considerations given to nationwide industry norms.**

**Section 341.071, Florida Statutes**, was also enacted requiring the following:

**(2) Each public transit provider shall establish productivity and performance measures, which must be approved by the department and which must be selected from measures developed pursuant to s. 341.041(3). Each provider shall report annually to the department relative to these measures. In approving these measures, the department shall give consideration to the goals and objectives of each system, the needs of the local area, and the role for public transit in the local area.**

**(3) Each public transit provider shall publish in the local newspaper of its area the productivity and performance measures established for the year and a report which provides quantitative data relative to the attainment of established productivity and performance measures.**

For the purpose of performance measures reporting the public transit provider shall be defined as all **Section 5307** transit systems and **Section 5311** transit systems that are not designated as Community Transportation Coordinators pursuant to **Chapter 427 F.S.** (The Commission for the Transportation Disadvantaged is responsible for the program with respect to Community Transportation Coordinators as per **Section 341.052(5), F.S.**)

#### **Specific Requirements for Transit System Performance Reporting**

Pursuant to **Section 341.071, F.S.**, the following specific requirements for transit system performance reporting shall be part of the Florida Department of Transportation Transit Block Grant Procedure:

1. The transit agency shall publish in the local newspaper of its area, in the form prescribed by the Department, the productivity and performance measures established for the transit providers' most recent completed fiscal year and the prior fiscal year.
2. The performance report shall be approved by the Department prior to its publication.
3. The performance report shall be submitted to the Department no later than September 15 of each year, and published either by November 1, or no later than twenty-eight (28) calendar days after the Department's written approval of the report.
4. The transit agency shall furnish an affidavit of publication and a copy of the newspaper report to the Department within twenty-eight (28) calendar days of publication.

## EXHIBIT E

5. Publish performance measures must be consistent with the transit agency's **National Transit Database (NTD)** report.
6. In computing per capita measures, service area population shall be used as the denominator. Service area population shall be determined according to the Federal Transit Administration's NTD guidelines.
7. For agencies operating both fixed-route and demand response systems, performance measures shall be reported separately for fixed-route and demand response services. Published fixed-route and demand response data shall include purchased transportation data for each of those modes. If data for purchased transportation are not available to compute any of the required measures, agencies can report that measure for directly operated service only, but make a notation (footnote) that the reported value for that measure does not include purchased transportation.
8. When a new system begins to report, the first year becomes the baseline and that system would only report their first year data. In the second year of reporting, a new system shall report two years of performance data. To allow for meaningful comparison, computation of all prior year data must be consistent with methodology used to compute current year measures.
9. Performance reports shall be given as much prominence as possible in newspaper publications and must include an introductory paragraph as to why these measures are being published.
10. The newspaper publication shall at the minimum report the values of the following nine (9) performance measures (**1 – 9, shown in Table A-1**):

**Table A-1**

**Required Performance Measures for Newspaper Publication  
(update based on FY 2002 NTD online reporting forms)**

**INDICATOR/MEASURE DEFINITION SOURCE**

**1. Passenger Trips**

Annual number of boardings on transit vehicles.  
A trip is counted each time a passenger boards a transit vehicle.

Transit Agency Service Module Form S-10

non-rail: line 13, column *d*

rail: line 16, column *d*

— note the modes included

**2. Revenue Miles**

Number of annual miles of vehicle operation while in active service (available to pick up revenue passengers).

Transit Agency Service Module Form S-10

non-rail: line 8, column *d*

rail: line 12, column *d*

— note the modes included

**3. Total Operating Expense**

Reported annual total spending on operations, including administration, maintenance, and operation of service vehicles.

Financial Module Form F-30

line 15, column *e*

— note the modes included

**4. Operating Revenue**

Directly-generated revenue, including passenger fares, park-and-ride parking revenues, auxiliary transportation revenues, non-transportation funds, and other transportation revenues.

Operating revenue excludes taxes or funds dedicated to transit or other government subsidies.

Financial Module Form F-10

add column *d* from line 01 (for DO total),

line 03, line 04, line 08, line 09, and line

22. Include line 02, column *d* if reporting

purchased transportation service.

## EXHIBIT E

### 5. Vehicles Operated in Maximum Service

The largest number of vehicles required for providing service during peak hours (typically the rush period).

Transit Agency Service Module Form S-10  
line 01, column a; or

Basic Information Module Form B-10

— note the modes included

6. Base Fare The base price of one transit trip, not including any discounts or passes. Report by mode.

### 7. Revenue Miles Between Vehicle System Failures

Number of revenue miles divided by vehicle system failures. Indicates the average frequency of delays due to equipment problems.

Reported for directly-operated service

only. Subtract any purchased transportation miles from item "2."

(revenue miles), then divide by Total Revenue Vehicle System Failures for the modes included in item "2.", found on Form R-20 (Maintenance Performance) of the Resource Module.

### 8. Days/Hours Service is Available

Hours per day and days per week service is provided.

Transit Agency Service Module Form S-10

non-rail: lines 03-04, column a and line 16

rail: lines 03-03, column a and line 18

### 9. Operating Expense per Passenger Trip

Annual operating expense divided by total annual trips; a measure of the efficiency of transporting riders.

Item "3." divided by item "1."

— keep modes consistent

## EXHIBIT E

### Attachment B

#### RECIPIENT MONITORING SITE VISIT

Review all block grant files pertaining to the recipient. Become familiar with the status of each project, fund balances, audit exceptions, Transit Development Plans, etc. Note any problems that have arisen in the past.

If possible, coordinate the required site visit with visits required by other Department procedures such as the transit safety program or the triennial review conducted by FTA staff. Schedule the visit with the recipient in advance. Try to accommodate local schedules as much as possible, but don't permit excessive delay. The following checklist is provided as a suggested format for recording the site visit. Notations should document any problems that might be identified, as well as how the issues will be resolved.

#### CHECKLIST

1. What is the status of the TDP at the time of the visit? Has the TDP been adopted by the policy board and been reviewed by the MPO?
2. Are recommendations for service changes in the TDP being adopted?
3. Has FTA, the A-128 auditors or the Office of the Inspector General taken exception to or disallowed any of the recipient's **National Transit Data Base (Section 5335)** data in the past? If so what corrective actions have been taken?
4. Review the RFP or other instructions to auditors retained to perform the audits required by the **Single Audit Act of 1984**. Have the auditors been instructed to specifically test and certify that the limitations of the block grant program have been adhered to? Review the A-128 audit to identify whether any audit exceptions were identified. Contact the Public Transportation Auditor within the Office of Inspector General, if A-128 audit exceptions are found from the review of the recipient's files.
5. If the review of the recipient's files revealed any problems, discuss each of those problems with the recipient. Make discussion notes as part of the documentation for the site visit.
6. At the end of the visit, ask the recipient if they have any questions about or problems with DOT policies and procedures that they need to discuss further. If questions arise that you are unable to answer immediately, make the commitment to follow up quickly.

---

District Staff Person Making the Visit Date

EXHIBIT E

Attachment C  
SAMPLE INVOICE FORMAT  
RECIPIENT LETTERHEAD

DATE \_\_\_\_\_

(Addressed to Public Transportation Manager at appropriate District Office)

In accordance with **Chapter 341, F.S.**, the **Joint Participation Agreement** and any **Supplemental Agreements** dated between the Florida

Department of Transportation and:

The Agency incurred the indebtedness listed below between  
and .

(JPA Date) (Date)

This invoice (is) (is not) for costs incurred on a pre-qualified Joint Participation Agreement.

FDOT Financial Project Number \_\_\_\_\_

FDOT Contract Number \_\_\_\_\_

We have incurred costs eligible for reimbursement under the public transit block grant program as follows:

Total Expenses: \$ \_\_\_\_\_

Ineligible Expenses: \$ \_\_\_\_\_

Total Eligible Expenses: \$ \_\_\_\_\_

Maximum DOT participation: \$ \_\_\_\_\_

Total State share of eligible expenses

incurred to date: \$ \_\_\_\_\_

Previously billed: \$ \_\_\_\_\_

This billing \$ \_\_\_\_\_

I certify that the aforesaid listing is true and correct, and that all of the costs included are eligible operating costs for eligible public bus transit or local public fixed-guideway projects, and that the aforesaid listing does not include costs for depreciation or amortization of capital assets, and that the amounts billed do not exceed local revenue, and that public transit block grant funds have not been used to supplant local tax revenues made available for operations in the year immediately preceding this agreement, and that any travel costs included are documented in attachments to this invoice, and that costs included in aforesaid listing were incurred during the term of the Joint Participation Agreement dated and that where costs attributable to third party contracts or capital expenses have been billed, the Florida Department of Transportation has issued written concurrence as outlined in **Sections 12.10 and 15** of the **Joint Participation Agreement**.

I certify that the aforesaid listing I certify that the Agency has is true and correct. complied with the provisions of this agreement.

Approved By /s/

\_\_\_\_\_  
(Agency Head or Auth.Rep.)

Title

District Public Trans. Manager

Date Date

Approved as Meeting Terms of Contract

District Project Manager

Date



**EXHIBIT "F"**  
**Deliverables / Billing Schedule**

This exhibit, referenced by the above Financial Project Number, forms an integral part of that certain Joint Participation Agreement, dated: \_\_\_\_\_,  
between the State of Florida Department of Transportation and:

St. Johns County Board of County Commissioners  
500 San Sebastian View  
St. Augustine, Florida 32084

**St. Johns County FY 10/11 Block Grant Funding**

The above referenced project will be FY 10/11 Block Grant funding to assist in Operating and Capital costs in St. Johns County, Florida.

**DELIVERABLES SCHEDULE & BILLINGS**

“Effective July 1, 2010, Section 215.971, Florida Statutes requires all new Joint Participation Agreements (JPA)s scope of work to clearly document contract deliverables and establish minimum level of services(s). JPA scopes will be required to clearly divide project tasks into quantifiable, measurable, and verifiable units of deliverables that must be received and accepted by the Department, in writing, prior to payment for services. Each deliverable must specify the required minimum level of service to be performed and the Department’s criteria for evaluating successful completion. Additional guidance is anticipated on how the Department is expected to implement this requirement. Once this guidance has been provided, it may be necessary for the Department to modify this contract to address any additional provisions needed to provide for measurability, and verifiable deliverables.”

- Billing Schedule for this JPA:
  - MONTHLY
  
- Deliverables for this JPA:
  - MONTHLY Corresponding documentation for Operating Costs, to include Administration, Management and Operating expenses.
  - Corresponding documentation for Capital Costs.