

RESOLUTION NO. 2014-64

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR HIS DESIGNEE, TO EXECUTE A GRANT AGREEMENT ON BEHALF OF THE COUNTY WITH THE NORTH FLORIDA TRANSPORTATION PLANNING ORGANIZATION, RELATING TO CONVERSION OR UPGRADE OF FLEET VEHICLES TO COMPRESSED NATURAL GAS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, the North Florida Transportation Planning Organization (TPO) participates in a grant program with the Florida Department of Transportation, through which the TPO assists governmental agencies in the conversion or upgrade of fleet vehicles to compressed natural gas (CNG) as part of the federal government's Congestion Mitigation and Air Quality Improvement program (the Grant Program); and

WHEREAS, the County desires to accelerate and upgrade up to 130 of its fleet vehicles to CNG (the Project); and

WHEREAS, the County is located within the territorial jurisdiction of the TPO; and

WHEREAS, the TPO has determined that providing grant funds to the County under a Subrecipient Agreement will be consistent with and further the purposes of the Grant Program; and

WHEREAS, the County desires to supplement its own funds for the purposes of the Project with grant funds from the TPO in order to accelerate the conversion of its fleet to CNG by increasing the number of vehicles obtained under the Project; and

WHEREAS, the Board of County Commissioners of the County (the Board) has determined that it serves a public purpose to execute an agreement with the TPO for funding under the Grant Program;

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY:

Section 1. The above recitals are incorporated into the body of this resolution and are adopted as findings of fact.

Section 2. The County Administrator, or his designee, is authorized to execute a Subrecipient Agreement, a copy of which is attached hereto and incorporated herein, with the TPO on behalf of the County for the purposes mentioned above.

Section 3. If any provision of this Resolution shall be held or deemed to be illegal, inoperative or unenforceable, the same shall not affect any other provision or cause any other provision to be invalid, inoperative or unenforceable to any extent whatsoever.


Section 4. To the extent that there are typographical or administrative errors or omissions that do not change the tone, tenor, or concept of this resolution, this resolution may be revised without subsequent approval of the Board of County Commissioners.

Section 5. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 4th day of March, 2014.

By: 
John A. Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 3/6/14



SUBRECIPIENT AGREEMENT

This Subrecipient Agreement ("Agreement") is entered into this ___ day of _____, 2014, by and between THE NORTH FLORIDA TRANSPORTATION PLANNING ORGANIZATION, a body corporate and politic with an address of 1022 Prudential Drive, Jacksonville, Florida 32207 (the "TPO"), and ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida with an address of 500 San Sebastian View, St. Augustine, Florida 32084 (the "Subrecipient").

RECITALS

WHEREAS, the TPO and the State of Florida Department of Transportation ("FDOT") have entered into that certain Contractual Services Agreement No. AR295, Financial Project I.D. 433659-2-73-01, dated as of June 24, 2013 (the "Grant Agreement," a copy of which is attached to this Agreement as Exhibit A), pursuant to which the TPO will assist governmental agencies in the conversion or upgrade of fleet vehicles to Compressed Natural Gas ("CNG") (the "Grant Project"), and will receive grant funding from FDOT on a reimbursement basis for costs of the Grant Project, pursuant to the Grant Agreement, as part of the federal government's Congestion Mitigation and Air Quality Improvement ("CMAQ") program;

WHEREAS, the Subrecipient has determined to accelerate and upgrade to CNG the purchase of up to 130 fleet vehicles for its various departments and county services (the "County Project"), for the purposes for which the Grant Agreement was entered and grant funding made available to the TPO, including to reduce fleet vehicle emissions;

WHEREAS, the Subrecipient is within the territorial jurisdiction of the TPO, and the TPO has determined that providing grant funds to the Subrecipient under the Grant Agreement will be consistent with and further the purposes of the Grant Agreement; and

WHEREAS, the Subrecipient is desirous of supplementing its own funds for the purposes of the County Project with grant funds from the TPO in order to be able to accelerate the conversion of its fleet to CNG by increasing the number of vehicles obtained under the County Project, to bring to the residents of the county and the region the benefits of the conversion of the Subrecipient's fleet to CNG;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. The parties do hereby acknowledge and agree that the foregoing recitals are true and correct, and are incorporated into this Agreement.
2. Funds provided to the TPO under the Grant Agreement, and provided to the Subrecipient under this Agreement, are derived by FDOT from federal sources. The Subrecipient shall utilize the funds provided hereunder in strict conformity with the

Grant Agreement, and shall timely comply with all the “Terms for Federal Aid Contracts (Appendix I)” attached to the Grant Agreement, and with all other applicable federal laws, rules and regulations applicable to Subrecipients of Federal-aid highway program funds, and in particular, CMAQ program funds. The Subrecipient shall provide to the TPO on a timely basis all data required for the TPO to timely comply with all reporting requirements under the Grant Agreement, in such form as the TPO shall reasonably request.

3. The Subrecipient acknowledges and agrees that the sole source of funding for the payment of amounts awarded by the TPO to Subrecipient hereunder is from the funds received by the TPO under the Grant Agreement, and that the TPO has no personal responsibility for the payment of any such funds other than from such source. The amount awarded hereunder to the Subrecipient commencing on the date hereof, is a not-to-exceed amount of \$732,462.00, and is available on a reimbursement basis. Funds made available hereunder and not requisitioned for reimbursement by the Subrecipient prior to June 30, 2016, shall be deemed surrendered back to the TPO for its other purposes under the Grant Agreement or as otherwise consistent with applicable law, and shall not thereafter be available to the Subrecipient hereunder. The Subrecipient represents and warrants to the TPO that it has sufficient other funds to undertake the County Project and timely meet all County Project needs while reimbursement hereunder is pending, and recognizes and agrees that the TPO will not be required to make reimbursement payment hereunder in an amount exceeding \$150,000 in any calendar month.
4. Without limiting the generality of the foregoing, the Subrecipient shall provide access to the TPO and its agents for purposes of monitoring the expenditure of funds hereunder and the County Project, the books and records of the Subrecipient related thereto, and shall provide written evidence thereof to the TPO on a monthly or other basis as the TPO shall determine, together with all necessary supporting documentation required to demonstrate compliance and to allow the TPO to comply with its reporting and monitoring obligations and rights. The Subrecipient will maintain complete records of its performance under this Agreement in a manner consistent with generally accepted governmental accounting principles, for the period prescribed by law but not less than three years.
5. If there are any conflicts between the terms of this Agreement and the applicable Federal grant guidelines, regulations, policies, procedures, directives and guidance, the terms of the applicable Federal grant guidelines, regulations, policies, procedures, directives, and guidance shall prevail. This Agreement does not and shall not be deemed to relieve any of the parties hereto of any of their respective obligations or responsibilities imposed upon them by law except to the extent of the actual and timely performance of those obligations or responsibilities by one or more of the parties to this Agreement.
6. If the Subrecipient fails to perform any of its duties outlined in this Agreement, or if any event of default occurs, the TPO may declare the Subrecipient to be in default and

thereafter give the Subrecipient written notice setting forth the action or in-action which constitutes the default and provide the Subrecipient 30 days in which to correct the default. If the Subrecipient fails to correct the default within 30 days of receipt of such notice, the TPO may notify the Subrecipient in writing that this Agreement is terminated, and seek recovery of grant funds expended hereunder and all other remedies available at law.

7. All notices, requests, demands and other communications provided for under this Agreement shall be in writing and shall be (a) personally delivered, (b) sent by first class United States mail, (c) sent by overnight courier of national reputation, or (d) transmitted by facsimile, in each case addressed or faxed to the party to whom notice is being given, and as to the TPO, at its address or facsimile number as set forth above, attention: Wanda Forrest, and as to the Subrecipient, 1625 SR 16, St. Augustine, Florida 32084, attention: Neal Shinkre.

8. The administration of resources awarded by the TPO to the Subrecipient may be subject to audits and/or monitoring by the TPO as described in this section.
 - A. Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by the TPO, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the TPO. In the event the TPO determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the TPO to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the FDOT's Office of Inspector General (OIG), the Federal Highway Administration or Auditor General.

 - B. Audits: The Subrecipient of federal funds (i.e., state, local government or non-profit organizations as defined in OMB Circular A-133, as revised) is to have audits completed annually using the following criteria:
 - i. In the event that the Subrecipient expends \$500,000 or more in federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. All of the funds provided under this Agreement are from federal resources awarded through the TPO by this Agreement. In determining the federal awards expended in its fiscal year, the Subrecipient shall consider all sources of federal awards, including federal resources received from the Authority. 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 Subrecipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
- ii. In connection with the audit requirements of Subrecipient herein and in other applicable laws, rules and regulations, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
 - iii. If the Subrecipient expends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the Subrecipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).
 - iv. 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.
- C. Other Audit Requirements: The Subrecipient 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. 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 TPO, the FDOT, the Federal Highway Administration, and the Auditor General. This section does not limit the authority of the TPO to conduct or arrange for the conduct of additional audits or evaluations of financial assistance or limit the authority of any other TPO official.
- D. Report Submission: Copies of financial reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required this Agreement shall be submitted directly to each of the following:
- i. The TPO at the address set forth above, attention: Wanda Forrest.
 - ii. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised), at the address provided therein.
 - iii. Other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

- E. In the event that a copy of the financial reporting package is not required to be submitted to the TPO for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the Subrecipient 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 the TPO at the address set forth above, attention: Wanda Forrest.
 - F. In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any Management Letters issued by the auditor, to the TPO at the address set forth above.
 - G. Any reports, Management Letters, or other information required to be submitted to the TPO pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - H. All financial reporting packages submitted by the Subrecipient to the TPO for audits done in accordance with OMB Circular A-133, as revised, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the financial reporting package was delivered to the recipient in correspondence accompanying the financial reporting package.
9. Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof and should be addressed to the TPO at its address above, attention: Wanda Forrest. If, after project completion, any claim is made by the TPO resulting from an audit or for work or services performed pursuant to this Agreement, the TPO may offset such amount from payments due under this Agreement or any other agreement which it has with the Subrecipient if, upon demand, payment of the amount is not made within 5 days to the TPO. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the TPO.
10. Subject to other provisions hereof, the TPO will honor requests for reimbursement to the Subrecipient in amounts and at times deemed by the TPO 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 TPO may elect by notice in writing not to make a payment if:
- A. The Subrecipient 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 of data furnished therewith or pursuant hereto;

B. There is then pending litigation with respect to the performance by the Subrecipient of any of its duties or obligations which may jeopardize or adversely affect the County Project, this Agreement or payments in respect of the County Project;

C. The Subrecipient shall have taken any action pertaining to the County Project which, under this Agreement, requires the approval of the TPO without having been advised by the TPO that same is approved;

D. There has been any violation of the conflict of interest provisions contained herein or in law.

E. The Subrecipient has been determined by the TPO to be in default under any of the provisions of the Agreement.

F. The TPO may suspend or terminate payment for that portion of the project which FDOT or FHWA, or the TPO acting on the behalf of FDOT or FHWA, may designate as ineligible for federal-aid.

G. In determining the amount of the payment, the TPO will exclude all projects costs incurred by the Subrecipient prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, and costs which would cause the funds authorized hereunder to be exceeded.

H. Final Invoices: The Subrecipient must submit the final invoice on the County Project to the TPO within 120 days after the completion of the project. Invoices submitted after the 120-day time period may not be paid.

11. The Subrecipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Agreement. Execution of this Agreement constitutes a certification that the Subrecipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

12. Restrictions, Prohibitions, Controls, and Labor Provisions:

A. Equal Employment Opportunity: In connection with the carrying out of the County Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Subrecipient will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race,

age, religion, color, gender, national origin, disability or marital status. 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 Subrecipient shall insert the foregoing provision in all its contracts in connection with the County Project.

B. Title VI - Civil Rights Act of 1964: The Subrecipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, and the regulations of the U.S. Department of Transportation issued thereunder. The Subrecipient shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

C. Americans with Disabilities Act of 1990 (ADA): The Subrecipient will comply with all the requirements as imposed by the ADA, and the regulations of the Federal government issued thereunder.

D. 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

E. Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

F. Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility: An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by FDOT, the TPO or the Subrecipient to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Subrecipient.

G. Prohibited Interests: Neither the Subrecipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the County Project or any property included or planned to be included in the project in which any member, officer or employee of the Subrecipient or the locality during tenure or

for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Subrecipient, the Subrecipient, with prior approval of the TPO, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Subrecipient or the locality relating to such contract, subcontract or arrangement.

The Subrecipient shall insert in all contracts entered into in connection with the County Project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

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

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

H. 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 this Agreement or any benefit arising therefrom.

13. Miscellaneous Provisions:

A. Environmental Regulations: The Subrecipient will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the TPO for any loss incurred in connection therewith. The Subrecipient will be responsible for securing any applicable permits.

B. TPO Not Obligated to Third Parties: The TPO shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

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

D. 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.

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

F. State Law: Nothing in the Agreement shall require the Subrecipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Subrecipient will at once notify the TPO in writing in order that appropriate changes and modifications may be made by the TPO and the Subrecipient to the end that the Subrecipient may proceed as soon as possible with the County Project.

G. Subrecipient: The Subrecipient will certify in writing, prior to project closeout, that the County Project was completed in accordance with applicable terms and conditions thereof, and that title to all vehicles purchased under the County Project is in the Subrecipient's name.

H. 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.

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

K. Restrictions on Lobbying:

- I. Federal: The Subrecipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Subrecipient, 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 federally-appropriated funds have been paid by the Subrecipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Subrecipient shall require that the language of this paragraph 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.

II. State: No funds received pursuant to this contract may be expended for lobbying the Florida Legislature, the judicial branch or a state agency.

L. Public Records: The TPO and the Subrecipient:

I. Acknowledge that all records associated with this Agreement are subject to the provisions of Chapter 119, Florida Statutes, and any other state or federal laws relating to public records;

II. Shall retain all records associated with this Agreement in compliance with the applicable provisions of state and federal law; and

III. Shall provide the public with access to all records associated with this Agreement except where such records are confidential or exempt from disclosure.

The parties' obligation to provide public access to records associated with this Agreement may not be avoided by placing the records in the possession of an unaffiliated party.

IN WITNESS WHEREOF, each of the parties hereto has caused its duly authorized officers to execute and deliver this Agreement on or as of the date first above written.

St. Johns County, Florida

The North Florida Transportation Planning Organization

By: _____
County Administrator

By: _____
Jeff Sheffield
Executive Director

Approved as to form for St Johns County:

Approved as to form for TPO:

David Cohen

Consent of the Florida Department of Transportation:

By: _____
Its: _____

EXHIBIT A
(COPY OF GRANT AGREEMENT)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONTRACTUAL SERVICES AGREEMENT
STATE OF FLORIDA GOVERNMENTAL AGENCIES

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Agreement No.: AR 295
Financial Project I.D.: 433659-2-73-01
Journal Trans./F.E.I.D. #: _____
Benefiting Object Code: _____
Benefiting Category: _____
Appropriation Bill Number(s)/Line Item Number(s) for 1st year of contract, pursuant to s. 216.313, F.S.: _____
(required for contracts in excess of \$5 million)
Procurement No.: _____
D.M.S. Catalog Class No.: _____

BY THIS AGREEMENT, made and entered into this 24th day of June, 2013, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and The North Florida Transportation Planning Organization of 1022 Prudential Drive, Jacksonville, FL 32207 an agency or educational unit as defined in Chapter 120, Florida Statutes, hereinafter called "Agency" hereby agree as follows:

1. SERVICE

A. In connection with the conversion/upgrade of newly purchased fleet vehicles to Compressed Natural Gas (CNG) compatible fuel systems ("Project")

the Department does hereby retain the Agency to furnish certain services, information and items as described in Exhibit "A", attached hereto and made a part hereof.

2. TERM

A. Initial Term. This Agreement shall begin on date of execution and shall terminate on 6/30/2016. Services shall commence upon execution and shall be completed by 6/30/2016 or date of termination, whichever occurs first.

B. RENEWALS (Select appropriate box):

This Agreement may not be renewed.

This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original agreement, whichever period is longer. Renewals shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Any renewal or extension shall be in writing and shall be subject to the same terms and conditions set forth in this Agreement.

3. COMPENSATION AND PAYMENT

- A. The Department agrees to pay the Agency for the herein described services at a compensation as detailed in this agreement.
- B. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the State Comptroller under Section 215.422(14), Florida Statutes.
- C. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- D. Any penalty for delay in payment shall be in accordance with Section 215.422, Florida Statutes.
- E. The bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

- F. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes, and Chapter 3-Travel, Department's Disbursement Operations Manual, 300-000-01.
- G. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- H. 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 agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such agreement or other binding commitment of funds. Nothing herein contained shall prevent the making of agreements for periods exceeding one year, but any agreement 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. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.
- I. Records of costs incurred under 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 three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Agency's general accounting records and the project records, together with supporting documents and records, of the Agency and all subcontractors performing work on the project, and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of project costs.

4. COMPLIANCE WITH LAWS

- A. The Agency shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement. Failure by the Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.
- B. 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, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- C. The Department shall consider the employment by any Agency of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Agency knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.
- D. Pursuant to Section 216.347, Florida Statutes, the Agency may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

5. TERMINATION AND DEFAULT

- A. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department further reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.

- B. If the Department determines that the performance of the Agency is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Agency of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Agency the Department shall notify the Agency of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the Department and will be turned over promptly by the Agency.
- E. If the Agreement is for goods or services of \$1 million or more and was entered into or renewed on or after July 1, 2011 and the Department determines that the Agency submitted a false certification under Section 287.135(5), Florida Statutes, or if the Agency has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Department shall have the option of (a) terminating the Agreement after it has given the Agency notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (b) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

6. ASSIGNMENT AND SUBCONTRACTS

- A. The Agency shall not sublet, assign or transfer any work under this Agreement without the prior written consent of the Department.
- B. This Agreement involves the expenditure of federal funds and hence, section 9 attachments below are applicable to all parties and are hereof made part of this Agreement.

7. DISCRIMINATION

- A. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies 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.

8. MISCELLANEOUS

- A. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.
- B. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
- C. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

D. Agency

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

9. The following attachments are incorporated and made a part of this Agreement:

See attached:

- (1) Terms for Federal Aid Contracts (Appendix I); and
- (2) Additional Terms (Appendix II)
- (3) Exhibit A Project Description and Responsibilities
- (4) Exhibit B Project Budget
- (5) Exhibit C Compliance Requirements

10. Other Provisions:

- In case of conflict then the order of precedence is as follows:
- (1) Additional Terms (Appendix II);
 - (2) Exhibit C Compliance Requirements;
 - (3) Exhibit A Project Description and Responsibilities and Exhibit B Project Budget;
 - (4) Contractual Services Agreement; and
 - (5) Terms for Federal Aid Contracts (Appendix I).

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

North Florida Transportation Planning Organization

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Name of Agency

BY:

Jeff Sheffield
Authorized Signature

BY:

Greg Evans
Authorized Signature

JEFF SHEFFIELD

(Print/Type)

Greg Evans

(Print/Type)

Title: EXECUTIVE DIRECTOR

Title: District 2 Secretary

FOR DEPARTMENT USE ONLY

APPROVED:

[Signature]

LEGAL REVIEW:

[Signature]

FINANCIAL PROJECT NO. 433659-2-73-01

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and The North Florida Transportation Planning Organization referenced by the above Financial Project Number.

PROJECT LOCATION:

The North Florida Transportation Planning Organization ("Agency") Service Area in Clay, Duval, Nassau and St. Johns Counties.

PROJECT DESCRIPTION:

As part of the North Florida TPO Clean Cities Coalition the Agency will assist member counties, municipalities and regional partners in the area of fleet conversion to alternative fuels. This funding will allow for the conversion/upgrade of newly purchased fleet vehicles to Compressed Natural Gas (CNG) compatible fuel systems. This initiative will assume all upgrade costs and allow fleets to realize immediate cost savings when converting to CNG. Recognizing that the availability of CNG fueling stations remains limited in the region, the CNG conversion under this initiative will actually provide dual fuel systems in the vehicles.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 5.60 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.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

n/a

FINANCIAL PROJECT NO. 433659-2-73-01

EXHIBIT "B"
PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the North Florida Transportation Planning Organization referenced by the above Financial Project Number.

I. PROJECT COST: \$732,462.00

TOTAL PROJECT COST: \$732,462.00

II. PARTICIPATION:

Maximum Federal Participation
FTA, FAA

Agency Participation
In-Kind
Cash
Other

Maximum Department Participation,
Primary
(DS)(DDR)(DIM)(PORT)
Federal Reimbursable (CM) (100 %)
Local Reimbursable (DL)

TOTAL PROJECT COST \$732,462.00

EXHIBIT C COMPLIANCE REQUIREMENTS

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

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

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

FEDERAL RESOURCES

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
North Florida Transportation Planning Organization	20.205	\$732,462

Authorization (040):

Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU),, Public Law 109-59, 23 U.S.C 101.

Objectives (050):

Federal-aid Highway Program: To assist State transportation agencies in the planning and development of an integrated, interconnected transportation system important to interstate commerce and travel by constructing and rehabilitating the National Highway System (NHS), including the Eisenhower Interstate System; and for transportation improvements to most other public roads; to provide aid for the repair of Federal-aid highways following disasters; to foster safe highway design; to replace or rehabilitate deficient or obsolete bridges; and to provide for other special purposes. This program also provides for the improvement of roads in Puerto Rico, Guam, the U.S. Virgin Islands, American Samoa, the Northern Mariana Islands, and the Alaska Highway. The Federal Lands Highway Program (FLHP), as an adjunct to the Federal Aid Highway Program, provides assistance to the Federal Land Management Agencies (FLMAs) for Federally owned roads. It provides transportation engineering services for planning, design, construction, and rehabilitation of the highways and bridges providing access to federally owned lands. The Federal Lands Highway organization also provides training, technology, deployment, engineering services, and products to other customers.

Types of Assistance (060):

FORMULA GRANTS; PROJECT GRANTS

Uses and Use Restrictions (070):

Federal-aid highway funds are generally apportioned by statutory formulas to the States. They are generally restricted to roads open to the public and not functionally classified as rural minor collectors or local. Exceptions to this highway functional classification restriction include: planning and research activities; bridge, bicycle and pedestrian, and safety improvements that may be on any public road; transportation enhancement activities; the recreational trails program (see program 20.219); safe routes to school, nonmotorized transportation, the FLHP, and public transportation improvement. The FLHP is not a grant program. For highway projects, funds may be used for environmental studies, engineering and design services, right-of-way acquisition and relocation assistance, and construction for capital improvement projects classified as new construction, reconstruction, restoration, rehabilitation, and resurfacing, or for functional, geometric, or safety reasons. Funds may also be used for planning; research, development, and technology transfer; intelligent transportation systems projects; roadside beautification; wetland and natural habitat mitigation, traffic management and control improvements; improvements necessary to accommodate other

EXHIBIT C COMPLIANCE REQUIREMENTS

transportation modes, development and establishment of transportation management systems; billboard removal; construction of bicycle facilities and pedestrian walkways; fringe and corridor parking; car pool and van pool projects; transportation enhancements such as scenic and historic highway improvements; and recreational trails. Funds generally cannot be used for routine highway operational activities, such as police patrols, mowing, snow plowing, or maintenance, unless it is preventative maintenance. Also, funds authorized for the NHS, Surface Transportation Program (STP), Congestion Mitigation and Air Quality (CMAQ) Improvement Program, Equity Bonus (BE) program, and some additional programs may be used for mass transportation improvements; CMAQ funds are limited to projects and programs in air quality, non-attainment and maintenance areas for ozone, carbon monoxide, and small particulate matter that reduce transportation related emissions. Eligibility criteria for the programs differ, so program guidance should be consulted. Projects in urban areas of 50,000 or more population must be based on a transportation planning process carried out by a Metropolitan Planning Organization (MPO) in cooperation with the State and transit operators, and the projects must be included in metropolitan transportation plans and improvement programs. Projects in non-metropolitan areas of a State must be consistent with a statewide transportation plan. Projects in both metropolitan and non-metropolitan areas must also be included in a fiscally constrained Statewide Transportation Improvement Program (STIP) developed as part of the required statewide transportation planning process. The FHWA and the Federal Transit Administration (FTA) must approve the STIP jointly.

Eligibility Requirements (080)

Applicant Eligibility (081):

By law, the Federal-aid highway program is a federally assisted State program that requires each State to have a suitably equipped and organized transportation department. Therefore, most projects are administered by or through State transportation departments (State DOTs). Projects to be funded under the Federal-aid highway program are generally selected by State DOTs or MPOs, in cooperation with appropriate local officials, as specified in 23 U.S.C. and implementing regulations. Territorial highway projects are funded in the same manner as other Federal aid highway projects, with the territorial transportation agency functioning in a manner similar to a State transportation department. Most FLHP projects are administered by the FHWA Office of Federal Lands Highway and its Divisions or by the various FLMA's. Under the FLHP, projects in the Indian Reservation Road (IRR) Program are selected by Tribal governments and are approved by the Bureau of Indian Affairs (BIA) and the Federal Highway Administration. Due to recent legislation, Tribal governments meeting certain requirements may now administer various IRR projects on behalf of the BIA and FHWA. The Fish and Wildlife Service (FWS) and the National Park Service (NPS) select projects in the Refuge Road and Park Roads and Parkways programs, respectively. For the Forest Highway Program, the Forest Service, the States and the Federal Highway Administration jointly select projects.

Beneficiary Eligibility (082):

State transportation departments, and in some instances, Federal agencies, other State agencies, local agencies, and private, community-based organizations.

Credentials/Documentation (083):

Eligible activities and allowable costs will be determined in accordance with Title 23 and the OMB cost principles applicable to the recipient/sub-recipient. OMB Circular No. A-87 applies to this program.

Application and Award Process (090)

Preapplication Coordination (091):

An environmental impact assessment is required for most projects under this program, although the level of review varies with the project. Projects under the FLHP have similar requirements; however, an interested applicant would need to contact the designated FLMA or the local FLH Division for more information. An environmental impact assessment is required for this program. This program is eligible for coverage under E.O. 12372, "Intergovernmental Review of Federal Programs." An applicant should consult the office or official designated as the single point of contact in his or her State for more information on the process the State requires to be followed in applying for assistance, if the State has selected the program for review.

Application Procedures (092):

EXHIBIT C COMPLIANCE REQUIREMENTS

OMB Circular No. A-102 applies to this program. This program is excluded from coverage under OMB Circular No. A-110. In general, projects/programs proposed for funding must be included in a fiscally constrained STIP, submitted by the State DOT, and approved jointly by the FHWA and the FTA. In addition, the State DOT may need to submit statements of work or plans, specifications, and estimates for certain proposed projects to the FHWA division office located in each State for approval. The FHWA has an agreement with each State that details the extent to which the State assumes the responsibilities of the FHWA for projects in that State. For projects on the Interstate System costing more than \$1 million, FHWA oversight of design and construction is required. For projects that are on the National Highway System but not on the Interstate System, the State may assume the responsibilities of the FHWA for oversight of design and construction, unless the State or the FHWA determines that such assumption is not appropriate. For projects that are not on the National Highway System, the State shall assume the responsibilities of the FHWA for oversight of design and construction, unless the State determines that such assumption is not appropriate. For the discretionary portion of public lands highways, State DOTs submit desired projects to the FHWA division office located in each State. Following the appropriate project selection process, a Transportation Improvement Program (TIP) for the Park Roads and Parkways, Forest Highway and Refuge Road programs is developed by one of the Federal Lands Highway Division offices, and forwarded to the respective State for inclusion in the appropriate MPO TIP and STIP. For the Indian Reservation Roads program, a TIP is submitted to the FHWA Office of Federal Lands Highway for approval and then forwarded to the respective State for inclusion in the appropriate MPO TIP and STIP. Projects under the FLHP are subject to the metropolitan and statewide planning requirements.

Award Procedure (093):

The State DOTs generally decide which projects will be developed within funding levels but the FHWA division office located in each State makes the final decision on the eligibility of specific projects. There are several categories where funding is allocated at the discretion of the Secretary of Transportation and administered by the FHWA. Candidate projects for discretionary allocations are usually solicited before the start of the Federal fiscal year (October 1) and must be submitted by the State DOTs. FHWA approval of a project and execution of a project agreement constitute a commitment to pay the Federal share of the project's allowable costs. Projects administered by the FHWA Office of FLH or the FLMAs are subject to procurement processes identified in the Federal Acquisition Regulations. Project awards are subject to the availability of funds.

Deadlines (094):

Contact the headquarters or regional office, as appropriate, for application deadlines.

Range of Approval/Disapproval Time (095):

From 1 day to 5 months.

Appeals (096):

Not Applicable.

Renewals (097):

Not Applicable.

Assistance Consideration (100)

Formula and Matching Requirements (101):

Statutory Formula:

This program has no matching requirements.

This program has MOE requirements, see funding agency for further details.

Length and Time Phasing of Assistance (102):

Federal-aid highway funds generally become available at the beginning of the fiscal year for which they are authorized and must be obligated within 3 years after the close of that fiscal year. However, some categories of funds are available until expended. Method of awarding/releasing assistance: lump sum.

Post Assistance Requirements (110)

EXHIBIT C COMPLIANCE REQUIREMENTS

Reports (111):

No program reports are required. No cash reports are required. No progress reports are required. SF-425. Except for projects that a state has oversight responsibility for, the FHWA division office in each State monitors and reviews State projects and programs during highway project location, design and construction. After the project is completed State maintenance of the project is reviewed periodically. Certain non-construction activities, such as transportation planning, require periodic progress reports. Similar procedures apply to the FLMAs and FLHP projects with the FHWA Office of FLH providing the mandatory stewardship and oversight. A value engineering analysis or other cost-reduction analysis is required for each project on the Federal-aid system with an estimated total cost of \$25,000,000 or more, a bridge project with an estimated total cost of \$20,000,000 or more; and any other project determined to be appropriate. Annual financial plans are required for projects with an estimated total cost of \$100,000,000 or more. In addition, a project management plan must be submitted for projects with an estimated total cost of \$500,000,000 or more.

Audits (112):

In accordance with the provisions of OMB Circular No. A-133 (Revised, June 27, 2003), "Audits of States, Local Governments, and Non-Profit Organizations," nonfederal entities that expend financial assistance of \$500,000 or more in Federal awards will have a single or a program-specific audit conducted for that year. Nonfederal entities that expend less than \$500,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in Circular No. A-133.

Records (113):

Project records and documents must be retained by the State or other governmental recipients/ subrecipients as specified in 49 CFR Part 18 or by non-profit recipients/subrecipients as specified in 49 CFR Part 19. For the Federal Lands Highway Program, the Federal Lands Highway Divisions maintain the project records.

Financial Information (120)

Account Identification (121):

69-8083-0-7-401.

Obligations (122):

(Salaries) FY 11 \$39,546,387,703; FY 12 est \$38,113,722,000; and FY 13 est \$30,516,645,000

Range and Average of Financial Assistance (123):

Federal-aid highway funds are provided to States on an annual basis, by a combination of statutory formula and discretionary allocation, stemming from multi-year authorization acts, the most recent being the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU).

Program Accomplishments (130):

Fiscal Year 2012: No Current Data Available Fiscal Year 2013: No Current Data Available Fiscal Year 2014: No Current Data Available

Regulations, Guidelines, and Literature (140):

23 CFR, "Highways" and 49 CFR, "Transportation", and 2 CFR, Grants and Agreements. <http://www.fhwa.gov>.

Information Contacts (150)

Regional or Local Office (151) :

See Regional Agency Offices. State-level division offices of the Federal Highway Administration (as listed in Appendix IV of the Catalog) or State transportation agencies.

Headquarters Office (152):

Director, Office of Program Administration, Federal Highway Administration, 1200 New Jersey Avenue, S.E., Washington, District of Columbia 20590 Phone: (202) 366-9494.

Website Address (153):

<http://www.fhwa.dot.gov>.

EXHIBIT C COMPLIANCE REQUIREMENTS

Related Programs (160):

20.215 Highway Training and Education; 20.219 Recreational Trails Program; 20.223 Transportation Infrastructure Finance and Innovation Act (TIFIA) Program; 20.240 Fuel Tax Evasion-Intergovernmental Enforcement Effort; 23.003 Appalachian Development Highway System

Examples of Funded Projects (170):

Fiscal Year 2012: No Current Data Available Fiscal Year 2013: No Current Data Available Fiscal Year 2014: No Current Data Available

Criteria for Selecting Proposals (180):

To be eligible, most projects must be located on public roads that are not functionally classified as local. The major exceptions are the Highway Bridge Replacement and Rehabilitation Program, which provides assistance for bridges on and off the Federal-Aid highways; highway safety activities; bicycle and pedestrian projects, transportation enhancement activities, the recreational trails program, and planning, research, development, and technology transfer. Proposed projects meeting these and other planning, design, environmental, safety, etc., requirements can be approved on the basis of State and local priorities within the limit of the funds apportioned or allocated to each State.

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.

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

FEID No. 433659-2-73-01

The following terms apply to all contracts in which it is indicated in Section 7.B of the Standard Written Agreement, the Master Agreement Terms and Conditions, the Contractual Services Agreement, or the Purchase Order Terms and Conditions, that the contract involves the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Department relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of U.S.D.O.T., anything to the contrary in this Agreement notwithstanding.
- C. **Compliance with Regulations:** The Agency shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. **Nondiscrimination:** The Agency, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Agency shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- E. **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Agency, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Agency of the Agency's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. **Information and Reports:** The Agency shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of an Agency is in the exclusive possession of another who falls or refuses to furnish this information the Agency shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. **Sanctions for Noncompliance:** In the event of the Agency's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
 1. withholding of payments to the Agency under the contract until the Agency complies, and/or
 2. cancellation, termination or suspension of the contract, in whole or in part.
- H. **Incorporation of Provisions:** The Agency shall include the provisions of paragraphs C. through H. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Agency shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event an

Agency becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Agency may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Agency may request the United States to enter into such litigation to protect the interests of the United States.

- I. Interest of Members of Congress: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising there from.
- J. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- K. Participation by Disadvantaged Business Enterprises: The Agency shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Agency and any sub-consultant or contractor.

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

- L. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- M. It is understood and agreed that if the Agency at any time learns that the certification it provided the Department in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Agency shall provide immediate written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Agency in all lower tier covered transactions and in all aforementioned federal regulation.
- N. The Department hereby certifies that neither the Agency nor the Agency's representative has been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to
 1. employ or retain, or agree to employ or retain, any firm or person, or
 2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Department further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- O. The Agency hereby certifies that it has not:
 1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Agency) to solicit or secure this contract;
 2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
 3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Agency) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The Agency further acknowledges that this agreement will be furnished to the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Additional Provisions (Appendix II)

1.00 Accomplishment of the Project

1.10 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.

1.20 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.

1.30 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.

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

2.00 Project Cost: The total estimated cost of the project is \$732,462.00. 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.

3.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 732,462.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

3.10 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; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;

(c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;

(d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.00 Project Budget and Payment Provisions:

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

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

5.00 Accounting Records:

5.10 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",

Additional Provisions (Appendix II)

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

5.30 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.

5.40 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.

5.50 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.

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

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

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

5.62 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 "C" 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.

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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 non-state 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 non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

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

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

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

Part III Other Audit Requirements

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

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

Part IV Report Submission

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

a. The Department at each of the following addresses:

Doreen Joyner-Howard, A.I.C.P.
Jacksonville Urban Office
2198 Edison Avenue MS 2812
Jacksonville, FL 32204-2730

Additional Provisions (Appendix II)

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

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

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

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

Doreen Joyner-Howard, A.I.C.P.
Jacksonville Urban Office
2198 Edison Avenue MS 2812
Jacksonville, FL 32204-2730

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

Doreen Joyner-Howard, A.I.C.P.
Jacksonville Urban Office
2198 Edison Avenue MS 2812
Jacksonville, FL 32204-2730

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:

Doreen Joyner-Howard, A.I.C.P.
Jacksonville Urban Office
2198 Edison Avenue MS 2812
Jacksonville, FL 32204-2730

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:

Doreen Joyner-Howard, A.I.C.P.
Jacksonville Urban Office
2198 Edison Avenue MS 2812
Jacksonville, FL 32204-2730

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement

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shall be submitted timely in accordance with OMB Circular A-133 as revised, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 as revised or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

5.63 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.

5.64 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.

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

6.00 Requisitions and Payments:

6.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District 2 Public Transportation Office, 2198 Edison Avenue MS 2812, Jacksonville, FL 32204-2730, 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.

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

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

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

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

6.20 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:

6.21 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;

6.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or

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obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

6.23 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;

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

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

6.26 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."

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

6.40 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.

7.00 Termination or Suspension of Project:

7.10 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.

7.11 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.

7.12 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.

8.00 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.

9.00 Contracts of the Agency:

9.10 Third Party Agreements: The Department specifically reserves the right to review and approve any and all third party

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

9.20 Procurement of Personal Property and Services

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

9.22 Procurement of Commodities or Contractual Services: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 F.S., is contingent on the Agency complying in full with the provisions of Chapter 287.057 F.S. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 F.S. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 8.23.

9.30 Disadvantaged Business Enterprise (DBE) Policy

9.31 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.*)

9.40 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.

10.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

10.10 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

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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.

10.20 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.

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

10.40 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 there under, and the assurance by the Agency pursuant thereto.

10.50 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.

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

11.00 Miscellaneous Provisions:

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

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

11.30 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.

11.40 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.

11.50 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.

11.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any

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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.

11.90 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.

12.00 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.

13.00 Expiration of Agreement: The Agency agrees to complete the project on or before 06/30/2016. 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 06/30/2016. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 7.00 of this Appendix II shall be initiated.

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

15.00 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.

16.00 Restrictions on Lobbying:

16.10 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

TO: MT210LY@dot.state.fl.us 11195707
SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT AR295

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #AR295 Contract Type: Method of Procurement:
Vendor Name: NORTH FLORIDA TP
Vendor ID: VF542136510002
Beginning date of this Agmt: 06/17/13
Ending date of this Agmt: 06/30/16

ORG-CODE *EO *OBJECT *AMOUNT *FIN PROJECT *FCT *CFDA
(FISCAL YEAR) *BUDGET ENTITY *CATEGORY/CAT YEAR
AMENDMENT ID *SEQ. *USER ASSIGNED ID *ENC LINE(68)/STATUS

Action: ORIGINAL Funds have been: APPROVED

55	024040210	*OM	*730004	*	732462.00	*43365927301	*768	*
2013			*55150200			*088712/13		
0001			*00	*		*0001/04		

TOTAL AMOUNT: *\$ 732,462.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 06/18/2013