

RESOLUTION NO. 2000- 23

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH THE ST. JOHNS COUNTY COUNCIL ON AGING, INC., AND SIGN A PUBLIC TRANSPORTATION JOINT PARTICIPATION AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION.

WHEREAS, the State of Florida Department of Transportation (“FDOT”) desires to enter into a Public Transportation Joint Participation Agreement with the Board of County Commissioners of St. Johns County, Florida (the “Board”) and St. Johns County Council on Aging (“SJCCOA”); and

WHEREAS, the Public Transportation Joint Participation Agreement attached hereto as Exhibit A, refers to the Board and SJCCOA as “the Agency” throughout that Agreement; and

WHEREAS, the SJCCOA has applied to the FDOT for a Service Development Award to establish two (2) fixed routes with deviation, seven (7) days per week for the transport of WAGES recipients and the general public of St. Johns County, Florida; and

WHEREAS, the FDOT has approved the award of \$245,791 for this program; and

WHEREAS, the award criteria for this program require a public agency enter into the Joint Participation Agreement on behalf of SJCCOA.

NOW THEREFORE, be it resolved by the Board of County Commissioners of St. Johns County, Florida:

Section 1. The County Administrator is authorized to enter into a Public Transportation Joint Participation Agreement, in a form similar to Exhibit A.

Section 2. The County Administrator is authorized to enter into an Agreement with the St. Johns County Council on Aging, Inc., in a form similar to Exhibit B.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County,  
State of Florida, this 22nd day of February, 2000.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: James E. Bryant  
James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Judith M. Hamilton  
Deputy Clerk

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

FORM 725-030-06  
PUBLIC TRANSP ADMIN  
06/99  
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ITEM-SEGMENT-PHASE-SEQUENCE 408513 1 84 01 Contract _____	Fund: 010      Function: 681 Federal No: N/A Catalog of Federal Domestic Assistance Number: N/A	SAMAS Approp: 088774 SAMAS Obj.: 790004 Org. Code: 55022020229 Vendor No: VF-591-525-829-001
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THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and St. Johns County Board of County Commissioners/St. Johns County Council on Aging, Inc.

hereinafter referred to as the AGENCY.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under 341.051(1)(A) \_\_\_\_\_, Florida Statutes, to enter into this Agreement;

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

**1.00 Purpose of Agreement:** The purpose of this Agreement is a Service Development award to establish two (2) fixed routes with deviation seven (7) days per week for the transport of WAGES recipients, and the general public of St. Johns County, Florida.

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

Exhibit "A"

## 2.00 Accomplishment of the Project:

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

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

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

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

**3.00 Project Cost:** The total estimated cost of the project is \$245,791\_\_\_\_\_. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

**4.00 Department Participation:** The Department agrees to maximum participation, including contingencies, in the project in the amount of \$245,791\_\_\_\_\_ as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total project cost shown in Exhibit "B", whichever is less.

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

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

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

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

## 6.00 Project Budget and Payment Provisions:

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

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

## 7.00 Accounting Records:

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

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

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

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

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

✓ **7.60 Audit Reports:**

1. All 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 federal agency. State grant and aid funded grants are to be identified with the Financial Project Number (FPN) and contract number.
2. Audits shall be conducted under the guidelines of A-133, Section 216.349, Florida Statutes, and Chapter 10.600, Rules of the Auditor General.
3. For fiscal years beginning after June 30, 1998, the reporting packages and data collection forms are to be submitted within the earlier of 30 days after the receipt of the auditor's report, or 9 months after the end of the subrecipient's (Agency's) fiscal year. The date the audit report was delivered to the subrecipient (Agency) must be indicated by the subrecipient (Agency) in correspondence accompanying the audit report, or reporting package, and data collection form.
4. The Agency shall follow up and take corrective action on audit findings. A-133 further requires the preparation of a summary schedule of prior audit findings and a corrective action plan for current year audit findings.
5. Project records shall be retained and available for at least three years after the final payment. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved.

Reports of audits conducted in accordance with OMB Circular A-133, and corresponding data collection forms shall be sent to:

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

and the District Public Transportation Office identified in paragraph 8.10 of this agreement.

Reports of audits conducted in accordance with Section 216.349, Florida Statutes, and Chapter 10.600 Rules of the Auditor General shall be sent to:

State of Florida Auditor General  
P.O. Box 1735  
Tallahassee, FL 32302-1735

and the District Public Transportation Office identified in paragraph 8.10 of this agreement.

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

In the event this Agreement is for purchase of land or for the construction of infrastructure such as airport runways the Department may waive or modify this section with an Exhibit "C".

**8.00 Requisitions and Payments:**

**8.10 Action by the Agency:** In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District II \_\_\_\_\_ Public Transportation Office at 2250 Irene Street, Jacksonville, Florida, \_\_\_\_\_ its requisition on a form or forms prescribed by the Department, and other data pertaining to the project account (as defined in paragraph 7.10 hereof) to justify and support the payment requisitions.

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

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

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

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

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

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

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

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

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

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

**8.30 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, costs which are not provided for in the latest approved budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

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

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

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

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

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

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

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

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

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

**12.20 Compliance with Consultants' Competitive Negotiation Act:** It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287,

Florida Statutes, Consultants Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultant's Competitive Negotiation Act.

### **12.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:**

**12.31 DBE Policy:** It is the policy of the Department that disadvantaged business enterprises as defined in 49 CFR Part 23, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of 49 CFR Part 23, as amended, apply to this Agreement.

**12.32 DBE Obligation:** The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 23, 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 23, 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.

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

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

**13.20 Title VI - Civil Rights Act of 1964:** Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Statute 252), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

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

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

**13.50 Prohibited Interests:** Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the project or any property included or planned to be included in the project, in which any member, officer, or employee of the Agency during his tenure or for two 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 his tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency with prior approval of the Department, may waive the prohibition contained in this subsection: Provided, that any such present member, officer or employee shall not participate in any action by the Agency relating to such contract, subcontract, or arrangement. The Agency shall insert in all contracts entered into in connection with the 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 the Agency during his tenure or for two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

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

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

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

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

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

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

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

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

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

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

**14.71 Property Records:** The Agency agrees to maintain property records, conduct physical inventories and

develop control systems as required by 49 CFR Part 18, when applicable.

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

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

The parties recognize and accept the funding restrictions set forth in Section 339.135(6)(a), and Section 129.07, Florida Statutes, which may affect each of the parties' obligations. Those provisions are as follows:

(a) The Department during any fiscal year shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Section 339.135(6)(a), Florida Statutes.

(b) It is unlawful for the Board of County Commissioners to expend or contract for the expenditure in any fiscal year more than the amount budgeted in each fund's budget, except as provided herein, and in no case shall the total appropriations of any budget be exceeded, except as provided in s. 129.06, and any indebtedness contracted for any purpose against either of the funds enumerated in this chapter or for any purpose, the expenditure for which is chargeable to either of said funds, shall be null and void, and no suit or suits shall be prosecuted in any court in this state for the collection of same, and members of the Board of County Commissioners voting for and contracting for such amounts and the bonds of such members of said boards also shall be liable for the excess indebtedness so contracted for. Section 129.07, Florida Statutes.

When either party receives a notice of claim for damages that may have been caused by the other party in the performance of services required under this Agreement, that party will immediately forward the claim to the other party. Each party will evaluate the claim and report its findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim.

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

**16.00 Project Completion, Agency Certification:** The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility,

that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

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

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

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

**18.00 Expiration of Agreement:** The Agency agrees to complete the project on or before March 1, 2002. 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 District Secretary, District II. Expiration of this Agreement will be considered termination of the project and the procedure established in paragraph 9.00 of this Agreement shall be initiated.

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

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

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

#### **21.00 Restrictions on Lobbying:**

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

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

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

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

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

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

A Vendor Ombudsman has been established within the Department of 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 the Department. The Vendor Ombudsman may be contacted at (904)488-2924 or by calling the State Comptroller's Hotline, 1-800-848-3792.

**23.00 Public Entity Crime:** Pursuant to 287.133(3)(a) F.S. the following is applicable to this agreement. 287.133(2)(a) "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

ISPS NO. 408531 1 84 01

Contract No. \_\_\_\_\_

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

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

AGENCY

FDOT

NAME: \_\_\_\_\_

See attached Encumbrance Form for date of Funding  
Approval by Comptroller

BY: \_\_\_\_\_

\_\_\_\_\_  
LEGAL APPROVAL  
DEPARTMENT OF TRANSPORTATION

TITLE: \_\_\_\_\_

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

\_\_\_\_\_  
TITLE

NAME: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ISPS NO. 408531 1 84 01  
CONTRACT NO. \_\_\_\_\_

**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 St. Johns County Board of County Commissioners/St. Johns County Council on Aging

dated \_\_\_\_\_.

PROJECT LOCATION: St. Johns County, Florida

PROJECT DESCRIPTION: A Service Development award to establish two (2) fixed routes with deviation, seven (7) days per week for the transport of WAGES recipients, and the general public of St. Johns County, Florida.

**SPECIAL CONSIDERATIONS BY AGENCY:**

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

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

ISPS NO. 408513 1 84 01

CONTRACT NO. \_\_\_\_\_

**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 St. Johns County Board of County Commissioners and St. Johns County Council on Aging, Inc.

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dated \_\_\_\_\_.

I. PROJECT COST: \$ 245,791

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TOTAL PROJECT COST: \$ 245,791

II. PARTICIPATION:

Maximum Federal Participation

FTA, FAA	(	%)	or	\$
Agency Participation				
In-Kind	(	%)		\$
Cash	(	%)		\$
Other	(	%)		\$

Maximum Department Participation,

Primary

(DS)(DDR)(DIM)(PORT) ( 100 % ) or \$ 245,791

Federal Reimbursable (DU)(FRA)(DFTA)( ) % or \$

Local Reimbursable (DL) ( ) % or \$

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TOTAL PROJECT COST \$ 245,791

ISPS NO. 408513 1 84 01

JOB NO. \_\_\_\_\_

**EXHIBIT "C"**  
**Service Development**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and St. Johns County Board of County Commissioners/St. Johns County Council on Aging, Inc.

dated \_\_\_\_\_

**Safety Requirements**

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

Continued...

*Exhibit C (Service Development), cont'd*

Third Party Contracts - FDOT must approve the third party contracts pursuant to Section 12.10 except that WRITTEN APPROVAL IS HEREBY GRANTED FOR:

1. Execution of contract for materials and/or vehicles from a valid State or Inter-Governmental Contract if within the scope of the JPA.
2. Contract OTHER THAN CONSULTANT SERVICES OR CONSTRUCTION CONTRACT of less than \$5,000 if within the scope of the JPA. The Department shall require consultant and construction contracts and amendments hereto to receive concurrence prior to award.

Invoice Documentation: (Also see Paragraphs 7.40, and 22.00)

Invoices to the Department for vehicles must be provided in three (3) copies and arranged in the following manner:

1. Department's Invoice Summary Sheet.
2. A signed Bid Proposal/Bid Acceptance document or a copy of the Purchase Order when ordering from a state contractor.
3. A letter of acceptance of the vehicle.
4. For each vehicle, a copy of the purchase order and vendor invoice.
5. A certificate of Insurance for each vehicle naming FDOT as the first and only Certificate holder and Additional Insured.
6. A copy of the Application for Certificate of Title for each vehicle.

Other

Service Development Proposal

Quarterly Progress Reports

Annual Progress Report

Final Report

Continuation of Project for one year after FDOT funding ends if project successful.

## AGREEMENT

This Agreement made and entered this \_\_\_\_ day of February, 2000, by and between the Board of County Commissioners of St. Johns County, Florida (the "Board") and the St. Johns County Council on Aging, Inc. (the "SJCCOA").

WHEREAS, the State of Florida Department of Transportation entered into a Public Transportation Joint Participation Agreement ("DOT Agreement") with the Board and SJCCOA; and

WHEREAS, the DOT Agreement refers to the Board and SJCCOA together as "the Agency" throughout the DOT Agreement; and

WHEREAS, the SJCCOA has applied to the Florida Department of Transportation for a Service Development Award to establish two (2) fixed routes with deviation, seven (7) days per week for the transport of WAGES recipients and the general public of St. Johns County, Florida; and

WHEREAS, the Florida Department of Transportation has approved the award of \$245,791 for this program; and

WHEREAS, the award criteria for this program require a public agency (the Board) enter into the DOT Agreement on behalf of the applicant.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties to this Agreement hereby agree as follows:

1. The Board, as a public agency, enters into the DOT Agreement (ISPS No. 408513 1 84 01) with the Florida Department of Transportation on behalf of SJCCOA for a Service Development Award of \$245,791, to establish two (2) fixed routes with deviation, seven (7) days per week for the transport of WAGES recipients, and the general public of St. Johns County, Florida, as described in the Request for Service Development Grant attached as Exhibit A.
2. The SJCCOA shall comply with all State Program requirements pertaining to this award, carry out the project as described in the application, and shall be responsible for compliance with all aspects of the DOT Agreement (ISPS No. 408513 1 84 01).
3. The SJCCOA agrees to be responsible for compliance with all requirements upon the "Agency" in the DOT Agreement. The Board will be responsible along with SJCCOA for compliance with Sections 7.00, 7.10, 7.20, 7.30, 7.40, 7.50, 7.60, and 11.00 of the DOT Agreement.
4. The SJCCOA shall timely prepare and sign all invoices and other required documents for submission to the Florida Department of Transportation as required by the DOT Agreement.

Exhibit B

5. The SJCCOA shall maintain throughout the period of the Agreement, and any extension thereof, the following insurance coverages:
  - a. Worker's Compensation/Employer's Liability Insurance as required by the Worker's Compensation Laws of the State of Florida.
  - b. General Liability Insurance on the Comprehensive Form, including coverage for, but not limited to Personal Injury, Broad Form Property Damage and Product Liability for a minimum limit of \$1,000,000 per occurrence.
  - c. Automobile/Truck Injury and Property Damage Liability Insurance covering all vehicles, whether owned, non-owned, leased or hired, with not less than \$100,000 per person / \$300,000 per occurrence combined single limits.
6. The Executive Director of the SJCCOA shall keep the Board informed of the status of the program funded under the DOT Agreement and shall immediately notify the Board if there has been or if there is expected to be any material default regarding the program or any terms or conditions of the DOT Agreement. For the purposes of this paragraph, the Board contact is hereby designated as David Halstead, Assistant County Administrator.
7. This Agreement will terminate in the event the DOT Agreement terminates.
8. This Agreement will expire on or before March 1, 2002, unless an extension of the time period is requested by the Board and SJCCOA and granted in writing by the DOT District Secretary, District II.
9. The SJCCOA agrees to indemnify, defend, and hold harmless the Board and all 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 SJCCOA, its agents, or employees, during the performance of the Agreement.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

ST. JOHNS COUNTY COUNCIL  
ON AGING, INC.

By: \_\_\_\_\_  
Ben W. Adams, Jr.  
County Administrator

By: \_\_\_\_\_  
Cathy Brown  
Executive Director

Attest: Cheryl Strickland, Clerk of Court

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

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## **PURPOSE**

St. Johns County, Florida is experiencing unprecedented growth. An urgent consequence of this growth is an increased need for public transportation to employment. The need is greatest on the part of service sector, minimum wage earners to have reliable and affordable transportation to and from work. Specifically, WAGES clients, residents of economically disadvantaged neighborhoods, and those with physical and mental disabilities, need assistance in removing barriers to their continued employment.

As a result of the St. Johns County Transit Study prepared by Reynolds, Smith, and Hills, Inc. and presented to the St. Johns County Board of County Commissioners in March, 1999, the St. Johns County Council on Aging (SJCCOA) has explored strategies to meet these needs in their role as Community Transportation Coordinator. This request for funds is to

- Underwrite the development and implementation of a fixed route with deviation bus service for a presently unserved population;
- Facilitate the SJCCOA as CTC in providing comprehensive, integrated transportation beyond the current funding limitations of the Local Coordinating Board funding priorities for TD; and
- Provide reliable, affordable, and safe transportation congruent with the St. Johns County Comprehensive Plan.

## **SCOPE**

The Reynolds, Smith, and Hills, Inc. Transportation Study states that the current density levels within St. Johns County of 172 person per square mile is one of many factors precluding traditional mass transit as a cost effective option for at least a decade. Additionally, since June, 1999, the SJCCOA as CTC, in collaboration with the Community Health Improvement Partnership (CHIP), has conducted a thorough transportation needs assessment. This survey involved over 35 social service providers and over 60 business owners/employers. The results of this effort as well as a

request from the Area Transportation Director of the WAGES program provided the impetus for this proposal.

This proposal is *to establish and implement expanded service routes with deviation within St. Johns County*. The initial service would be delivered by two routes for general ridership. These routes would operate ten hours per day, seven days per week with the exception of six holidays per year.

The **Blue Line** would operate on a north to south itinerary and the **Yellow Line** would operate on an east to west orientation with both routes using the Greyhound terminal on Malaga Street in the city of St. Augustine as a connecting point.

The north/south **Blue Line** would extend from US1 at the St. Johns County Airport, 7 miles north of St. Augustine city limits, to the St. Augustine Shores community, 8 miles south of St. Augustine city limits.

The east/west **Yellow Line** would extend from the West Augustine community on West King Street through the Lincolnvillle neighborhood within St. Augustine, the historic Old City business district and neighborhoods and connect to the resort businesses on A1A on Anastasia Island.

Both lines will afford access to the Flagler Hospital medical campus, the St. Johns County Health Department campus, and the Social Security and Jobs & Benefits complex on US1 South. Opportunities for employment and shopping will be enhanced by this extensive service to currently isolated communities. Participants in WAGES, clients of Children & Families, and others of low-socioeconomic condition will be assisted in their efforts towards economic self-sufficiency with regular, reliable, affordable, and safe transportation.