

RESOLUTION 2007 - 196

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE ATTACHMENT OF FEDERAL TRANSIT ADMINISTRATION GRANTS FL-03-0308, FL-90-X603 AND FL-04-0019 AS EXHIBITS TO THE APRIL 1, 2005 SUBAGREEMENT WITH THE ST JOHNS COUNTY COUNCIL ON AGING TO PROVIDE TRANSPORTATION SERVICES FOR ST JOHNS COUNTY.

WHEREAS, on May 4, 2004 the St John County Board of County Commissioners adopted Resolution 2004-94 authorizing a County application with the Federal Transit Administration (FTA) for federal public transportation assistance ; and

WHEREAS, St Johns County is the recipient of FTA public transportation assistance funds; and

WHEREAS, on April 1, 2005 the County entered into a subagreement with the St Johns County Council on Aging for obligations, services and payments to maintain and expand the St Johns County public transportation system; and

WHEREAS, the County subsequently has received (3) FTA grants: 1) "FL-03-0308" a section 5309 grant for \$728,834, 2) "FL-90-X603" a section 5307 grant for \$541,023, and 3) "FL-04-0019" a section 5309 grant for \$495,000.; and

WHEREAS, these (3) grants will be attached as exhibits to the April 1, 2005 subagreement between St Johns County and the St Johns County Council on Aging.

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

1. The above recitals are incorporated by reference into the body of this resolution and such recitals are adopted as findings of fact.
2. Federal Transit Administration Grants FL-03-0308, FL-90-X603, and FL-04-0019 are added as exhibits to the April 1, 2005 subagreement with the St Johns County Council on Aging for obligations, services and payments to maintain and expand the St Johns County public transportation system.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 10th day of July 2007.

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

By: Ben Rich
Ben Rich, Chairman

ATTEST: Cheryl Strickland, Clerk

RENDITION DATE July 13, 2007

By: Robert L. Platt
Deputy Clerk

RESOLUTION 2004 - 94

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE FILING OF AN APPLICATION AND THE EXECUTION OF AN AGREEMENT WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53, TITLE 23 UNITED STATES CODE AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION.

WHEREAS, The Federal Transit Administration has been the delegated authority to award federal financial assistance for public transit projects; and

WHEREAS, The grant cooperative agreement for federal financial assistance will impose certain obligations upon the Applicant, and may require the Applicant to provide a portion of the local share of the project cost, and

WHEREAS, The Applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project,

NOW, THEREFORE BE IT RESOLVED BY THE ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS.

Section 1: That the County Administrator or his designee (i.e., Transportation Planning Manager) is authorized to execute and file an application on behalf of the ST. JOHNS County Board of County Commissioners, with the Federal Transit Administration for Federal assistance authorized by 49 U.S.C. Chapter 53, title 23, United States Code, or other federal statutes authorizing a project administered by the Federal Transit Administration.

Section 2 That the County Administrator or his designee (i.e., Transportation Planning Manager) is authorized to execute and file with such application the annual certifications and assurances and other documents or information the Federal Transit Administration requires before awarding a federal assistance grant or cooperative agreement.

Section 3: That the County Administrator or his designee (i.e., Transportation Planning Manager) is authorized to execute a grant cooperative agreement with the Federal Transit Administration on behalf of the St. Johns County Board of County Commissioners, subject to review and concurrence by the County Attorney.

Section 4: That the County Administrator or his designee (i.e., Transportation Planning Manager) is authorized to execute all grant-related materials for the successful administration of the grant and cooperative agreement with the Federal Transit

Administration on behalf of the St. Johns County Board of County Commissioners,
subject to review and concurrence by the County Attorney

PASSED AND ENACTED by the Board of County Commissioners of St. Johns County,
State of Florida, this 4th day of May, 2004.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Karen R. Stern
Karen R. Stern, Chair

RENDITION DATE 5/5/2004

ATTEST: CHERYL STRICKLAND, CLERK

By: Cheryl Strickland
Deputy Clerk

Effective Date: 5-4-04

SUBAGREEMENT BETWEEN THE ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS AND THE ST. JOHNS COUNTY COUNCIL ON AGING, INC. FOR OBLIGATIONS, SERVICES, AND PAYMENTS TO MAINTAIN AND EXPAND THE ST. JOHNS COUNTY PUBLIC TRANSPORTATION SYSTEM UNDER TERMS OF THE FEDERAL TRANSPORTATION ASSISTANCE AWARDED BY THE FEDERAL TRANSIT ADMINISTRATION

THIS SUBAGREEMENT is entered into this 1st day of April, 2005, between the St. Johns County Board of County Commissioners, recipient of certain Federal Transit Administration financial assistance or grants, hereinafter referred to as "RECIPIENT", and the St. Johns County Council on Aging, Inc., a Non-Profit Corporation existing under the laws of the State of Florida, hereinafter referred to as "SUBRECIPIENT".

WHEREAS, the Federal Transit Administration (hereinafter referred to as "FTA"), an Operating Administration of the United States Department of Transportation, has been delegated authority to award federal financial assistance or grants for public transit projects authorized by 49 U.S.C. Chapter 53, Title 23, United States Code and other federal statutes administered by the FTA; and

WHEREAS, the RECIPIENT has made application for and has been awarded federal financial assistance or grants by the FTA for the purpose of maintaining and expanding the existing St. Johns County public transportation (transit) system as provided by the SUBRECIPIENT; and

WHEREAS, the SUBRECIPIENT since 1983 has been acting as sole public transportation provider for St. Johns County, maintaining a cost-effective countywide public transportation system, and desires to continue as the County provider; and

WHEREAS, the RECIPIENT believes it to be in the public interest to provide public transportation (transit) services to St. Johns County residents by the SUBRECIPIENT; and

WHEREAS, the federal financial assistance or grants received from the FTA requires that the RECIPIENT fully comply with the obligations and requirements, including associated administration and management, of the (FTA) Grant Agreement(s), including the Federal Transit Administration Master Agreement, incorporated in this Subagreement as Exhibits A, B, and C; and

WHEREAS, the RECIPIENT and the SUBRECIPIENT desire to enter into a direct contractual relationship to more fully comply with the obligations and requirements of the (FTA) Grant Agreement(s) and the Federal Transit Administration Master Agreement, including the obligation by the SUBRECIPIENT to also be fully aware of and fully comply with the obligations and requirements of the Federal Transit

Administration Master Agreement, incorporated in this Subagreement as Exhibits A, B, and C,

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

ARTICLE I DEFINITIONS

- A. Capital Asset means any major tangible or intangible asset or resource that benefits the Recipient and Subrecipient for more than a single fiscal year. Specific to this Subagreement, capital assets include land, land improvements, easements, buildings, vehicles, and other equipment. These capital assets are further defined in the Capital Asset Policy adopted March 11, 2003 by the St. Johns County Board of County Commissioners.
- B. Expenditure means any purchase associated with the activity or activities listed in Project Description, the Approved Project Budget, and any modifications set forth in the Conditions of Award in the Grant Agreement or Cooperative Agreement applicable to the Project, and any other Special Conditions, Requirements, or Provisions applicable to the Project.
- C. Grant Agreement means the instrument by which FTA awards Federal assistance to a specific Recipient to support a particular Project in which FTA does not take an active role or retain substantial control, consistent with the requirements of 31 USC 6304. The Grant Agreement consists of the FTA Award establishing the specific parameters of the Project, an Execution statement signed by the Recipient, and may include other Special Conditions, Requirements, or Provisions. The Federal Transit Administration Master Agreement is incorporated by reference and made part of the Grant Agreement.
- D. Lessee means the entity renting a capital asset from the lessor pursuant to a written lease or other agreement.
- E. Lessor means the owner of a capital asset who rents it to a lessee for lessee's use pursuant to a written lease or other agreement.
- F. Project means the activity or activities (task or tasks) listed in Project Description, the Approved Project Budget, and any modifications set forth in the Conditions of Award in the Grant Agreement or Cooperative Agreement applicable to the Project, and any other Special Conditions, Requirements, or Provisions applicable to the Project.
- G. Recipient means the entity that receives Federal assistance directly from FTA to support the Project. The term "Recipient" includes each FTA "Grantee" as well as each FTA Recipient of a Cooperative Agreement. Even if only a single

organization within a legal entity is designated the Recipient in the Grant Agreement or Cooperative Agreement, the entire legal entity is the Recipient, except as FTA permits otherwise. Unless stated otherwise, in the case of a Recipient that is a consortium, partnership, or multi-party, each participant in, member of, or party to that consortium, partnership, or multi-party entity is treated as a "Recipient" for purposes of compliance with applicable requirements of the Grant Agreement or Cooperative Agreement.

- H. Subagreement means an agreement through which a Recipient awards financial assistance derived from the FTA to the subrecipient as defined in Subsection 1.p. of the Federal Transit Administration Master Agreement.
- I. Subrecipient means any entity that receives Federal assistance awarded by an FTA Recipient, rather than by the FTA directly.
- J. Third Party Contract means a contract or purchase order awarded by the Recipient or Subrecipient to a vendor or contractor, financed in whole or in part with Federal assistance awarded by the FTA.
- K. Transit means transportation by a conveyance, either publicly or privately owned, that provides regular and continuing general or special public transportation to the public, but does not include school bus, charter, or sightseeing transportation. The term "transit" also includes "mass transportation" and "public transportation."

ARTICLE II SCOPE OF SERVICES

The scope of services covered by this agreement and all associated expenditures will be restricted to the obligations and requirements of the Grant Agreement(s) (which include the Application for Federal Assistance) incorporated in this Subagreement as Exhibits A and B; and the Federal Transit Administration Master Agreement, incorporated in this Subagreement as Exhibit C; and, to the extent FTA concurs, statements in other documents including Attachments entered into the "TEAM-Web" system as required by the FTA. Under terms of this agreement, the **RECIPIENT** will not be obligated to expend funds other than those specifically described in the preceding sentence.

ARTICLE III TERM OF SUBAGREEMENT

This Subagreement shall begin _____ and continue thereafter until such date that the **RECIPIENT** and **SUBRECIPIENT** have mutually agreed in writing that full compliance with the obligations and requirements of the Grant Agreement(s) and the Federal Transit Administration Master Agreement, incorporated in this Subagreement as Exhibit A, B, and C has been met, unless terminated as specified in Article X, Suspension/Termination.

ARTICLE IV RIGHTS AND OBLIGATIONS OF THE RECIPIENT

As the grant recipient, the **RECIPIENT** is directly obligated to the administration and management of the FTA grant, as well as maintaining full compliance with the obligations and requirements of the Grant Agreement(s) and the Federal Transit Administration Master Agreement, incorporated in this Subagreement as Exhibit A, B, and C. Accordingly, among other obligations and requirements, the **RECIPIENT** will:

- A. Budget and appropriate all necessary **RECIPIENT** funds as required by the Grant Agreement(s); and
- B. Consult in good faith with the **SUBRECIPIENT** before expending **RECIPIENT** funds as required by the Grant Agreement(s); and
- C. Process all invoices in satisfaction of the Grant Agreement(s) in a timely manner in the FTA's "ECHO-Web" System as required by the FTA; and
- D. Maintain appropriate contact and required reporting or other supporting documentation with the FTA in a timely manner in the "TEAM-Web" System as required by the FTA; and
- E. Monitor **SUBRECIPIENT** to assure compliance with all requirements of the Grant Agreement(s); and
- F. In discharge of its administration and management duties of the Grant Agreement(s), have the option to contract (i.e., third party contract) with a qualified firm or individual, or otherwise employ a qualified individual, to recommend or otherwise advise on all proposed expenditures of **RECIPIENT** funds as required by the Grant Agreement(s) before such **RECIPIENT** expenditures shall be made. Although the **RECIPIENT** will also consult with the **SUBRECIPIENT** on such matters, the **RECIPIENT** will make the final expenditure determination. In addition, the **RECIPIENT** shall have the right to be reimbursed or otherwise compensated by the **SUBRECIPIENT** for the full cost of contracting with such a third party or employing such a qualified individual, in full or in part at the **RECIPIENT**'s discretion; and
- G. For all expenditures that are considered as "Operating Assistance" by the FTA under terms of the Grant Agreement(s), receive and review all appropriate documentation from the **SUBRECIPIENT** and seek timely reimbursement through the "ECHO-Web" System as required by the FTA. Upon receipt the **RECIPIENT** will timely transmit such "Operating Assistance" reimbursement to the **SUBRECIPIENT** by appropriate means, except for the compensation described in (F.) above which shall be retained by the **RECIPIENT** after adequate notice to the **SUBRECIPIENT**; and
- H. For all expenditures that are considered as "Bus - Rolling Stock" (primarily vehicles) by the FTA under terms of the Grant Agreement(s), use its own procurement procedures, provided that they reflect applicable state and local laws and regulations and otherwise ensure compliance with the Grant Agreement(s). For such expenditures, any title shall be in the name of the **Subrecipient**, subject to lien in favor of the **Recipient**. The **Recipient** shall retain the majority of the interest in such property until such time as the federal interest as defined by the Grant Agreement(s) is fully satisfied. At that time, the **Recipient** will satisfy its

lien of record and the **Subrecipient** may dispose of such property in accordance with FTA rules and regulations. If such expenditures should be deemed no longer in use for transit purposes by the FTA, the **Subrecipient** will forfeit title wholly to the **Recipient** and the **Recipient** will immediately take possession of such property. The **Recipient** as the lienholder shall also have the ability to recover such property upon termination with cause of this Subagreement, or if the **Subrecipient** is determined otherwise unable to facilitate, meet or comply with its obligations under the Subagreement; and

- I. For all other expenditures under terms of the Grant Agreement(s), use its own procurement procedures, provided that they reflect applicable state and local laws and regulations and otherwise ensure compliance with the Grant Agreement(s), and retain full ownership rights of any item so acquired. For such expenditures, the **RECIPIENT** shall act in the capacity of "Lessor" and the **SUBRECIPIENT** shall act in the capacity of "Lessee". As "Lessor", the **RECIPIENT** will retain ownership of all land, buildings, and any equipment or other facility or capital asset purchased under terms of the Grant Agreement(s) until such time as the federal interest as defined by the Grant Agreement(s) is fully satisfied. When the federal interest as defined by the Grant Agreement(s) is fully satisfied, the **RECIPIENT** will consider transferring ownership of the capital asset to the **SUBRECIPIENT**. As "Lessee", **SUBRECIPIENT** will provide transit services and shall act as operator of such capital assets purchased under terms of the Grant Agreement(s) and provide all reasonable and prudent insurance, maintenance and other operating expenditures that would generally safeguard and protect the expected "minimum normal service life" of any asset as defined by FTA policies. If such capital assets as operated by the **SUBRECIPIENT** should be deemed no longer in use for transit purposes by the FTA, the capital assets would revert to the **RECIPIENT** as "Lessor" and the relationship of the **SUBRECIPIENT** as "Lessee" concerning these capital assets would immediately cease; and
- J. The lease agreement(s) between the **RECIPIENT** acting as "Lessor" and the **SUBRECIPIENT** acting as "Lessee" will be subject to later agreement and will be added as an attached Exhibit to this Subagreement; and
- K. Take all other reasonable and necessary action to ensure compliance with the requirements of the Grant Agreement(s).

ARTICLE V RIGHTS AND OBLIGATIONS OF THE SUBRECIPIENT

As the **RECIPIENT** desires to provide public transportation (transit) services to St. Johns County residents by the **SUBRECIPIENT** and desires to enter into a direct contractual relationship with the **SUBRECIPIENT** to more fully comply with the obligations and requirements of the Grant Agreement(s), among other obligations and requirements, the **SUBRECIPIENT** will:

- A. Consult in good faith with the **RECIPIENT**, if required by the **RECIPIENT**, before the **RECIPIENT** expends funds as required by the Grant Agreement(s); and

- B. Provide timely documentation or other support as requested by the **RECIPIENT** in regard to expenditures under the Grant Agreement(s), including timely participation, as requested by the **RECIPIENT**, in response to FTA reviews or other oversight conducted in accordance with the Grant Agreement(s); and
- C. Reasonably and prudently act in the capacity of "Lessee" for certain capital assets and otherwise operate all capital assets as provided by the **RECIPIENT** as expenditures under the Grant Agreement(s) for transit purposes. **SUBRECIPIENT** will provide transit services and provide all reasonable and prudent insurance, maintenance and other operating expenditures that would generally safeguard and protect the expected "minimum normal service life" of any asset as defined by FTA policies. If such capital assets as operated by the **SUBRECIPIENT** should be deemed no longer in use for transit purposes by the FTA, the capital assets would revert fully back to the **RECIPIENT** and the relationship of the **SUBRECIPIENT** concerning these capital assets would immediately cease; and
- D. Agree to reimburse or otherwise compensate the **RECIPIENT**, if requested by the **RECIPIENT**, for any expenditure made in good faith by the **RECIPIENT** under the Grant Agreement(s) that are later deemed by the FTA as not allowable under the terms of the Grant Agreement(s); and
- E. Take all other reasonable and necessary action to ensure compliance with the requirements of the Grant Agreement(s).

ARTICLE VI AUDITS, MONITORING, AND RECORDS

- A. **Monitoring:** The **SUBRECIPIENT** agrees to permit persons duly authorized by the **RECIPIENT** and the Federal or State grantor agency (if applicable) or any representatives to inspect all records, papers, documents, facility's goods and services of the **SUBRECIPIENT** and/or interview any clients and employees of the **SUBRECIPIENT** to be assured of satisfactory performance of the terms and conditions of this Subagreement to the extent permitted by the law after giving the **SUBRECIPIENT** reasonable notice. The monitoring is a limited scope review of the Subagreement and agency management and does not relieve the **SUBRECIPIENT** of its obligation to manage the grant in accordance with the applicable rules and sound management practices.

Following such monitoring the **RECIPIENT** will deliver to the **SUBRECIPIENT** a written report regarding the manner in which services are being provided. The **SUBRECIPIENT** will rectify all noted deficiencies within the specified period of time indicated in the monitoring report or provide the **RECIPIENT** with a reasonable and acceptable justification for not correcting the noted shortcomings. The **SUBRECIPIENT'S** failure to correct or justify the deficiencies within the time specified by the **RECIPIENT** may result in the withholding of payments, being deemed in breach or default, or termination of this Subagreement.

SUBRECIPIENT must supply **RECIPIENT** with copies of all monitoring reports of programs that are funded by the **RECIPIENT** including agency response, within thirty (30) days of receipt.

- B. Audits and Inspections: The **SUBRECIPIENT** will make all records referenced in Article VI. C., and all items included on financial statements available for audit or inspection purposes at any time during normal business hours and as often as **RECIPIENT** deems necessary.

The Clerk of Courts Internal Audit division, the Federal or State grantor agency (if applicable), St. Johns County employees, or any of their duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers, or other records of **SUBRECIPIENT** or **SUBRECIPIENT'S** Certified Public Accountant (CPA) that are pertinent to the Subagreement, in order to make audits, examinations, excerpts, transcripts and copies of such documents. If Subagreement non-compliance or material weaknesses in the organization are noted, the **RECIPIENT** or other authorized representatives have the right to unlimited access to records during an audit or inspection. This includes timely and reasonable access to a **SUBRECIPIENT'S** personnel for the purpose of interview and discussion related to such documents.

- C. Records: The **SUBRECIPIENT** shall retain all financial, client demographic, and programmatic records, supporting documentation, statistical records and other records which are necessary to document service provision, client demographics, expenditures, income and capital assets of the **SUBRECIPIENT** by funding source, program, and functional expenses category during the term of this Subagreement and five (5) years from the date of Subagreement expiration. If any litigation, claim, negotiation, audit, or other action involving the records has been initiated before the expiration of the 5-year period, the records shall be retained for one (1) year after the final resolution of the action and final resolution of all issues that arise from such action.

- D. Independent Audit: An original, bound audit of the **SUBRECIPIENT'S** financial statements in accordance with Generally Accepted Accounting Principals (GAAP), and/or current Generally Accepted Government Auditing Standards (GAGAS) as applicable, including the auditor's opinion, requisite reports on internal control and compliance if required, management letter addressing internal controls, and management's response to such letter, must be submitted to the **RECIPIENT** no later than one hundred eighty (180) days following the end of **SUBRECIPIENT'S** fiscal year(s) along with any corrective action plan if applicable. Failure to submit the report within the required time frame may result in the withholding of payment requested, or termination of the Subagreement by the **RECIPIENT**.

The audit must be conducted by an independent licensed certified public accountant and must be in accordance with the General Accounting Office

(GAO) Yellow Book, generally accepted Government Auditing Standards, OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations" if applicable, the Florida Single Audit Act (F.S. 215.97) if applicable, and the Auditor General Rule 10.550 (Government) or 10.650 (Not For Profit) as applicable. The audit must specifically identify the programs that are funded by this Subagreement either in the statement of functional expenses, revenues and expenditures, footnotes, schedule of federal awards and state financial assistance or as supplemental data in the financial statements. The statement should be consistent with programs detailed in the corresponding proposal(s), exhibit(s), and attachment (s).

ARTICLE VII AMENDMENTS

SUBRECIPIENT must request a Subagreement amendment in writing detailing the nature of and justification for the requested amendment. The **RECIPIENT** reserves the right to approve or deny all Subagreement amendments. An approved amendment shall be documented on the Subagreement amendment form and signed by both parties.

ARTICLE VIII CONTRACTOR STATUS

- A. Independent Contractor: It is the Parties' intention that the **SUBRECIPIENT** will be an independent contractor and not the **RECIPIENT'S** employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Florida revenue and taxation law, Florida Worker's Compensation law and Florida Unemployment Insurance Law. The **SUBRECIPIENT** will retain sole and absolute discretion in the judgment of the manner and means of carrying out the **SUBRECIPIENT'S** activities and responsibilities hereunder. The **SUBRECIPIENT** agrees that it is a separate and independent enterprise from the public employer, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Subagreement shall not be construed as creating any joint employment relationship between the **SUBRECIPIENT** and **RECIPIENT**, and **RECIPIENT** will not be liable for any obligation incurred by the **SUBRECIPIENT**, including but not limited to unpaid minimum wages and /or overtime premiums.
- B. Subcontracts: Primary roles and responsibilities of **SUBRECIPIENT** cannot be subcontracted. It is mutually agreed that any **RECIPIENT**-funded program component that is subcontracted by **SUBRECIPIENT** must have a written contract upon execution of this Subagreement. The **SUBRECIPIENT** must ensure each subcontractor conforms to the terms and conditions of this Subagreement and must be subject to indemnification as stated in Article IX.

ARTICLE IX RISK MANAGEMENT

- A. Indemnification: The **SUBRECIPIENT** will defend, hold harmless, and indemnify the **RECIPIENT** from and against any and all liability, loss, claims, damages, wages or overtime compensation due its employees, costs, attorneys' fees, and expenses of whatever kind or nature which the **RECIPIENT** may sustain, incur, or be required to pay either by reason of the loss or improper use of any monies disbursed or to be disbursed hereunder including but not limited to fraud, embezzlement, or dishonesty on the part of any person represented or employed by the **SUBRECIPIENT**, or by reason of the intentional or negligent act of the **SUBRECIPIENT** or its agents, representatives and/or employees.

The **SUBRECIPIENT** further agrees that it will, at its own expense, defend any and all claims, actions, suits, or proceedings that may be brought against the **RECIPIENT** in connection with the above and satisfy, pay, and discharge any and all judgments or other resolution of claims that may be entered against the **RECIPIENT** in any such action or proceedings.

The **SUBRECIPIENT** further agrees that it is responsible for any and all claims arising from the hiring of individuals relating to activities provided under the Subagreement. All individuals hired are employees of the **SUBRECIPIENT** and not of the **RECIPIENT**.

- B. Insurance: The **SUBRECIPIENT** agrees to secure and maintain the insurance coverage outlined below during the term of this Subagreement. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The **SUBRECIPIENT** shall furnish Certificates of Insurance to the **RECIPIENT** prior to the commencement of operations. The **SUBRECIPIENT** agrees that this insurance requirement shall not relieve or limit **SUBRECIPIENT'S** liability and that the **RECIPIENT** does not in any way represent that the insurance required is sufficient or adequate to protect the **SUBRECIPIENT'S** interests or liabilities, but are merely minimums. It is the responsibility of the **SUBRECIPIENT** to ensure that all subcontractors comply with the insurance requirements.

Certificate(s) of Insurance *naming St. Johns County Board of County Commissioners as Certificate Holder* will be provided to the **RECIPIENT** by the **SUBRECIPIENT**. Certificate(s) must be provided for the following:

1. Workers' Compensation – The **SUBRECIPIENT** shall maintain during the life of this Subagreement, adequate Workman's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.

2. Professional Liability – The **SUBRECIPIENT** shall maintain during the term of this Subagreement, standard Professional Liability Insurance in the amount of \$1,000,000 per occurrence.
3. Comprehensive General Liability – The **SUBRECIPIENT** shall maintain during the life of this Subagreement, Comprehensive General Liability Insurance in the amount of \$1,000,000 per occurrence to protect the **SUBRECIPIENT** from claims for damages for bodily injury, including wrongful death, as well as from claims or property damages which may rise from any operations under this Subagreement whether such operations be by the **SUBRECIPIENT** or by anyone directly employed by or contracting with the **SUBRECIPIENT**.

The General Liability Policy Certificate shall name "St. Johns County, a political subdivision of the State of Florida, its agents, employees, and public officials" as "Additional Insured". The **SUBRECIPIENT** agrees that the coverage granted to the Additional Insured applies on a primary basis, with the Additional Insured's coverage being excess.

4. Business Auto Liability – The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$100,000 bodily injury per person (BI)
\$300,000 bodily injury per occurrence (BI)
\$100,000 property damage (PD) or
\$300,000 combined single limit (CSL) of BI and PD

5. Directors & Officers Liability – Entity coverage to cover claims against the organization directly for wrongful acts with limits not less than \$100,000.

- C. Notice of cancellation or modification: The **RECIPIENT** will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the St. Johns County Risk Manager, P. O. Box 349, St. Augustine, FL 32085-0349.

ARTICLE X SUSPENSION/TERMINATION

- A. Suspension: The **RECIPIENT** reserves the right to suspend funding for failure to comply with the requirements of this Subagreement.

In the event **SUBRECIPIENT** ceases operation for any reason or files for protection from creditors under bankruptcy law, any remaining unpaid portion of

this Subagreement, less funds for expenditures already incurred, shall be retained by the **RECIPIENT** and the **RECIPIENT** shall have no further funding obligation to the **SUBRECIPIENT** with regard to those unpaid funds.

- B. Termination by **RECIPIENT**: The **RECIPIENT** may at any time and for any reason cancel this Subagreement by giving thirty (30) days prior written notice to the **SUBRECIPIENT** by certified mail following a determination by the Board of County Commissioners, at its sole discretion, that such cancellation is in the best interest of the people of St. Johns County. From the date of cancellation, neither party shall have any further obligation unless specified in the termination notice.
- C. Termination by **SUBRECIPIENT**: The **SUBRECIPIENT** may at any time and for any reason cancel this Subagreement by giving thirty (30) days prior written notice to the **RECIPIENT** by certified mail of such and specifying the effective date.

The **RECIPIENT'S** obligation to make any payments under any provision of this Subagreement shall cease on the effective date of termination. All capital assets provided to the **SUBRECIPIENT** by the **RECIPIENT** under terms of this Subagreement will revert to the **RECIPIENT** on the effective date of termination.

ARTICLE XI ASSURANCE, CERTIFICATIONS, AND COMPLIANCE

The **SUBRECIPIENT** agrees that compliance with these assurances and certifications constitutes a condition of continued receipt of or benefit from funds or capital assets provided through this Subagreement, and that it is binding upon the **SUBRECIPIENT**, its successors, transferees, and assignees for the period during which services are provided.

The **SUBRECIPIENT** further assures that all contractors, subcontractors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of statutes, regulations, guidelines and standards. By acceptance of this funding, the **SUBRECIPIENT** assures and certifies the following:

- A. That they will comply with all applicable laws, ordinances and regulations of the United States, the State of Florida, St. Johns County, and the municipalities as said laws, ordinances and regulations exist and are amended from time to time. In entering into this Subagreement, the **RECIPIENT** does not waive the requirements of any St. Johns County or local ordinance or the requirements of obtaining any permits or licenses that are normally required to conduct business or activity contemplated by the **SUBRECIPIENT**.

- B. That they will comply with all federal, state and local anti-discrimination laws that are applicable to the **SUBRECIPIENT**.
- C. That they will administer its programs under procedures, supervision, safeguards, and such other methods as may be necessary to prevent fraud and abuse, and that it will target its services to those who most need them.
- D. That if clients are to be transported under this Subagreement, the **SUBRECIPIENT** will comply with the provisions of Chapter 427, Florida Statutes, which requires the coordination of transportation for the disadvantaged.
- E. That any products or materials purchased with Subagreement funds shall be procured in accordance with the provisions of Chapter 403.7065, Florida Statutes, which refers to the procurement of products or materials with recycled content.
- F. That they will comply with Chapter 39.201, Florida Statutes, that any person who knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare, as defined in this chapter, shall report such knowledge or suspicion to the Central Abuse Hotline (1-800-342-3720).
- G. That they will comply with Chapter 415.1034, Florida Statutes, that any person who knows or has reasonable cause to suspect that a vulnerable and or disabled adult has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the National Center on Elder Abuse Hotline (1-800-962-2873).
- H. That if personnel in programs under this Subagreement work directly with children or youths and vulnerable or disabled adults, the **SUBRECIPIENT** will comply with the provisions of Chapters 435.03 and 435.04, Florida Statutes, which requires employment screening.
- I. That they will comply with Chapter 216.347, Florida Statutes, which prohibits the expenditure of Subagreement funds for the purpose of lobbying the legislature, state or county agencies.
- J. That they will acknowledge support for activities funded wholly or in part by **RECIPIENT** funds.
- K. That they will notify the **RECIPIENT** of any significant changes to the **SUBRECIPIENT** organization to include articles of incorporation and bylaws within ten (10) working days of the effective date.

ARTICLE XII HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

St. Johns County, pursuant to the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") is a "covered entity" as the law defines that term. Any "personal health information" ("PHI") as defined by the law that the County receives pursuant to this Agreement is subject to the disclosure and security requirements of HIPAA. Transfer of information to the County sufficiently "de-identified" to no longer be considered PHI is encouraged as being in the best interest of client PHI confidentiality to the extent that client services are unaffected. Particular methods to accomplish the highest levels of client service coupled with PHI confidentiality shall be an on-going task of the effected staffs of the County and **SUBRECIPIENT**.

ARTICLE XIII NOTICES

Official notices concerning this Subagreement shall be directed to the following authorized representatives:

SUBRECIPIENT:

Name: Cathy Brown
Title: Executive Director
Agency: Council on Aging

Address: 180 Marine Street
St. Augustine, FL 32084
Telephone: (904) 823-4810
Fax: (904) 823-4831
Email: ckbrown@aug.com

RECIPIENT:

Name: Ben W. Adams, Jr.
Title: County Administrator
Agency: St. Johns County Board of
County Commissioners

Address: 4020 Lewis Speedway
St. Augustine, FL 32085
Telephone: (904) 823-2509
Fax: (904) 823-2507
Email: badams@co.st-johns.fl.us

The signatures of the two persons shown below are designated and authorized to sign all applicable reports:

CATHY BROWN
Name (printed/typed)
Cathy Brown
Signature
Executive Director
Title

OR

Ben Adams, Jr.
Name (printed/typed)
Ben Adams, Jr.
Signature
County Administrator
Title

In the event that either party designates different representatives after execution of this Subagreement, notice of the name and address of the new representative will be rendered in writing by the authorized officer of the party designating the different

representative to the other party. The notification shall be attached to originals of this Subagreement.

ARTICLE XIV SPECIAL PROVISIONS

If needed, **SUBRECIPIENT** may be called upon to assist **RECIPIENT** during a natural disaster or emergency.

ARTICLE XV ALL TERMS AND CONDITIONS INCLUDED

This Subagreement and its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Subagreement shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this Subagreement is legally determined unlawful or unenforceable, the remainder of the Subagreement shall remain in full force and effect and such terms or provisions shall be stricken.

ARTICLE XVI GOVERNING LAW; VENUE

This Subagreement shall be construed according to the laws of the State of Florida. Venue for any State administrative and/or legal action arising under this Subagreement shall be in St. Johns County, Florida. Venue for any federal legal action arising under this Subagreement shall be in the United States District Court, Middle District of Florida.

ARTICLE XVII SEVERABILITY

If any word, phrase, sentence, part, subsection, or other portion of this Subagreement, or any application thereof, to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof shall be severable, and the remaining portions of this Subagreement, and all applications thereof, not having been declared void, shall remain in full force, and effect.

IN WITNESS THEREOF, SUBRECIPIENT and RECIPIENT have caused this 15-page Subagreement and all Subagreement Exhibits A, B, and C to be executed by their undersigned officials as duly authorized.

SUBRECIPIENT:

By: Cathy Brown
Name (print)

[Signature]
(Signature of authorized officer)

Executive Director
Title

4-1-05
Date

RECIPIENT:

By: Ben W. Adams, Jr
Name (print)

[Signature]
(Signature of authorized officer)

County Administrator
Title

March 30, 2005
Date

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this 1st day of April, 2005, by Cathy Brown, who is personally known to me, or who has produced _____ as identification and who did () did not () take an oath.

**ATTEST: CLERK OF CIRCUIT
COURT Cheryl Strickland, Clerk**

By: [Signature]

Title: Deputy Clerk

Date: March 30, 2005

NOTARY:

By: [Signature]
Notary of Public (Signature)

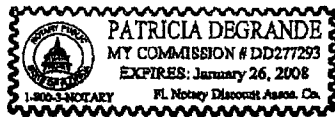
Name (typed)

**APPROVED AS TO FORM:
COUNTY ATTORNEY'S
OFFICE**

By: [Signature]

Title: Deputy County Attorney

Date: 4/02/05



DOT**FTA**

U.S. Department of Transportation

Federal Transit Administration

Application for Federal Assistance

Recipient ID:	6410
Recipient Name:	ST. JOHNS COUNTY, FLORIDA
Project ID:	FL-03-0308-00
Budget Number:	1 - Budget Approved
Project Information:	FY 2005 Section 5309 Vehicle Purcha

Part 1: Recipient Information

Project Number:	FL-03-0308-00
Recipient ID:	6410
Recipient Name:	ST. JOHNS COUNTY, FLORIDA
Address:	4040 LEWIS SPEEDWAY , ST. AUGUSTINE, FL 32084 0000
Telephone:	(904) 209-0630
Facsimile:	(904) 209-0631

Part 2: Project Information

Project Type:	Grant	Gross Project Cost:	\$728,834
Project Number:	FL-03-0308-00	Adjustment Amt:	\$0
Project Description:	FY 2005 Section 5309 Vehicle Purcha	Total Eligible Cost:	\$728,834
Recipient Type:	County Agency	Total FTA Amt:	\$728,834
FTA Project Mgr:	Jamie Durham	Total State Amt:	\$0
Recipient Contact:	Jesse Dunn	Total Local Amt:	\$0
New/Amendment:	None Specified	Other Federal Amt:	\$0
Amend Reason:	Initial Application	Special Cond Amt:	\$0
Fed Dom Asst. #:	20500	Special Condition:	None Specified
Sec. of Statute:	5309-1	S.C. Tgt. Date:	None Specified
State Appl. ID:	F.P. 4170665, Dated	S.C. Eff. Date:	None Specified
Start/End Date:	Oct. 01, 2005 - Sep. 30, 2006	Est. Oblig Date:	None Specified
Recvd. By State:	Jun. 14, 2006		

EO 12372 Rev:	NO	Pre-Award Authority?:	No
Review Date:	None Specified	Fed. Debt Authority?:	No
Planning Grant?:	NO	Final Budget?:	No
Program Date (STIP/UPWP/FTA Prm Plan) :	Sep. 01, 2005		
Program Page:	630		
Application Type:	Electronic		
Supp. Agreement?:	No		
Debt. Delinq. Details:			

Urbanized Areas

UZA ID	UZA Name
120000	FLORIDA

Congressional Districts

State ID	District Code	District Official
12	7	John L Mica

Earmarks

Earmark Details

Earmark ID	Earmark Name	Orig. Balance	Amount Applied
E2005-BUSP-122	St Johns County Council on A	\$728,834	\$728,834

Number of Earmarks: 1

Total Amount Applied: \$728,834

Date Sent for Release: 6/22/2006 1:27:47 PM

Date Released: 6/29/2006 2:04:54 PM

Security

No information found.

DOT**FTA**

U.S. Department of Transportation

Federal Transit Administration

Application for Federal Assistance

Recipient ID:	6410
Recipient Name:	ST. JOHNS COUNTY, FLORIDA
Project ID:	FL-90-X603-00
Budget Number:	1 - Budget Approved
Project Information:	2006 Sec. 5307 Capital and Operating

Part 1: Recipient Information

Project Number:	FL-90-X603-00
Recipient ID:	6410
Recipient Name:	ST. JOHNS COUNTY, FLORIDA
Address:	4040 LEWIS SPEEDWAY , ST. AUGUSTINE, FL 32084 0000
Telephone:	(904) 209-0630
Facsimile:	(904) 209-0631

Part 2: Project Information

Project Type:	Grant	Gross Project Cost:	\$791,032
Project Number:	FL-90-X603-00	Adjustment Amt:	\$0
Project Description:	2006 Sec. 5307 Capital and Operating	Total Eligible Cost:	\$791,032
Recipient Type:	County Agency	Total FTA Amt:	\$541,032
FTA Project Mgr:	Tajsha LaShore	Total State Amt:	\$0
Recipient Contact:	Gary L. Mackey	Total Local Amt:	\$250,000
New/Amendment:	None Specified	Other Federal Amt:	\$0
Amend Reason:	Initial Application	Special Cond Amt:	\$0
Fed Dom Asst. #:	20507	Special Condition:	None Specified
Sec. of Statute:	5307	S.C. Tgt. Date:	None Specified
State Appl. ID:	FM 406789	S.C. Eff. Date:	None Specified
Start/End Date:	Oct. 01, 2006 - Sep. 30, 2007	Est. Oblig Date:	None Specified
Recvd. By State:	Jan. 04, 2007		

EO 12372 Rev:	Not Applicable	Pre-Award Authority?:	Yes
Review Date:	None Specified	Fed. Debt Authority?:	No
Planning Grant?:	NO	Final Budget?:	No
Program Date (STIP/UPWP/FTA Prm Plan) :	Jul. 01, 2006		
Program Page:	663		
Application Type:	Electronic		
Supp. Agreement?:	No		
Debt. Delinq. Details:			

Urbanized Areas

UZA ID	UZA Name
120000	FLORIDA

Congressional Districts

State ID	District Code	District Official
12	7	John L Mica

Earmarks

No information found.

Security

No – We will not expend at least 1% of the 5307 funds in this grant application for security purposes.

3. Other, please describe below.

Explanation

The current location of the transit operation is in a rented facility and we do not wish to include any security upgrades to a leased facility.

DOT**FTA**

U.S. Department of Transportation

Federal Transit Administration

Application for Federal Assistance

Recipient ID:	6410
Recipient Name:	ST. JOHNS COUNTY, FLORIDA
Project ID:	FL-04-0019-00
Budget Number:	1 - Budget Approved
Project Information:	FY 2006 Section 5309 Vehicle Purch

Part 1: Recipient Information

Project Number:	FL-04-0019-00
Recipient ID:	6410
Recipient Name:	ST. JOHNS COUNTY, FLORIDA
Address:	4040 LEWIS SPEEDWAY , ST. AUGUSTINE, FL 32084 0000
Telephone:	(904) 209-0630
Facsimile:	(904) 209-0631

Part 2: Project Information

Project Type:	Grant	Gross Project Cost:	\$495,000
Project Number:	FL-04-0019-00	Adjustment Amt:	\$0
Project Description:	FY 2006 Section 5309 Vehicle Purch	Total Eligible Cost:	\$495,000
Recipient Type:	County Agency	Total FTA Amt:	\$495,000
FTA Project Mgr:		Total State Amt:	\$0
Recipient Contact:	Gary Mackey	Total Local Amt:	\$0
New/Amendment:	None Specified	Other Federal Amt:	\$0
Amend Reason:	Initial Application	Special Cond Amt:	\$0
Fed Dom Asst. #:	20500	Special Condition:	None Specified
Sec. of Statute:	5309-2	S.C. Tgt. Date:	None Specified
State Appl. ID:	F.P. 4170665, Dated	S.C. Eff. Date:	None Specified
Start/End Date:	Feb. 01, 2007 - Jul. 15, 2007	Est. Oblig Date:	None Specified
Recvd. By State:	Jan. 03, 2007		

EO 12372 Rev:	NO	Pre-Award Authority?:	No
Review Date:	None Specified	Fed. Debt Authority?:	No
Planning Grant?:	NO	Final Budget?:	No
Program Date (STIP/UPWP/FTA Prm Plan) :	Jun. 08, 2006		
Program Page:	2941		
Application Type:	Electronic		
Supp. Agreement?:	No		
Debt. Delinq. Details:			

Urbanized Areas

UZA ID	UZA Name
120000	FLORIDA

Congressional Districts

State ID	District Code	District Official
12	7	John L Mica

Earmarks

Earmark Details

Earmark ID	Earmark Name	Orig. Balance	Amount Applied
E2006-BUSP-312	St Johns County, FL Council	\$495,000	\$495,000

Number of Earmarks: 1

Total Amount Applied: \$495,000

Date Sent for Release: 1/9/2007 9:20:21 AM

Date Released:

Security

No information found.