

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

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| Financial Project Number(s): (item-segment-phase-sequence) 43918518416 | Fund: <u>DPTO</u> Function: <u>683</u> Federal Number: <u>NA</u> | FLAIR Category.: <u>088774</u> Object Code: <u>750007</u> Org. Code: <u>55022020229</u> |
| Contract Number: | DUNS Number: <u>80-939-7102</u> Agency DUNS Number: <u>010522159</u> | Vendor No.: <u>F596 000 325 087</u> |
| CFDA Number: <u>NA</u> | | CSFA Number: <u>55.007</u> |
| CFDA Title: <u>NA</u> | | CSFA Title: <u>Commuter Asst. & Rideshare</u> |

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and City of Gainesville dba Regional Transit System (RTS)
Post Office Box 490, Station 5, Gainesville, Florida, 32627
hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before June 30, 2017 and this Agreement will expire unless a time extension is provided in accordance with Section 16.00.

WITNESSETH:

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

Florida Statutes, to enter into this Agreement.

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

1.00 Purpose of Agreement: The purpose of this Agreement is to provide operating assistance to support the vRide Commuter project in a multi-county service area.

Reimbursement requests shall be based upon the most current vRide pricing schedule as agreed to in a third party contract between RTS and vRide, FDOT's specified source for this project. The Third Party contract will be reviewed and approved in writing by the Department prior to execution of the Third Party contract as stated in Section 10.10 of this JPA.

Reimbursement of RTS staff expenditures associated with oversight of this contract can be reimbursed up to 100% of eligible costs that are supported by appropriate documentation. All reimbursements are contingent upon unsubsidized portions of expenditures.

and as further described in Exhibit(s) A, B, C, & D 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.

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

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

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

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

23.00 E-Verify:

Vendors/Contractors:

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

24.00 Inspector General Cooperation:

The contractor/consultant/vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

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

AGENCY

FDOT

City of Gainesville dba Regional Transit System (RTS)
AGENCY NAME

DEPARTMENT OF TRANSPORTATION

SIGNATORY (PRINTED OR TYPED)

James M. Knight, P.E.
TITLE Urban Planning & Modal Administrator

SIGNATURE

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION
See attached Encumbrance Form for date of Funding Approval by Comptroller

TITLE

FINANCIAL PROJECT NO. 43918518416
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 the City of Gainesville d/b/a Regional Transit System (RTS), Post Office Box 490, Station 5, Gainesville, Florida, 32627, as referenced by the above Financial Project Number.

PROJECT LOCATION: A multi-county service area in north central Florida that includes Alachua, Marion, Duval, and other counties

PROJECT DESCRIPTION:
FY 2016 Commuter Assistance operating funds to support the vRide Commuter project

SPECIAL CONSIDERATIONS BY AGENCY:

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

Invoicing should occur at least monthly with reimbursement requests based on the most current vRide pricing schedule and any agreed upon expenditures associated with the costs of implementing this project as stated in a Third Party contract. The pricing schedule shall be submitted with each reimbursement request along with documentation that will support expenditures associated with the vRide Commuter project. Reimbursement of RTS staff expenditures associated with oversight of this contract can be reimbursed up to 100% of eligible costs that are supported by appropriate documentation. All reimbursement requests shall be for unsubsidized portions of the expenditures.

Progress reports shall be submitted with each invoice and should include incremental data for all criteria in accordance with Exhibit A: Monitoring & Reporting Criteria Matrix which is attached. The requirement to provide progress reports shall be considered a part of the Terms and Conditions of this agreement, and reimbursements for eligible expenses shall be conditioned upon receipt of reports in conjunction with a valid and properly prepared invoice including documentation of expenditures.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

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

The Department reserves the right to periodically review the service being administered by the grantee under this contract in order to verify that it is consistent with the project application and that the grantee is complying with all state and/or federal requirements that were a condition of the award.

FINANCIAL PROJECT NO. 43918518416
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 the City of Gainesville dba Regional Transit System (RTS), Post Office Box 490, Station 5, Gainesville, Florida, 32627 referenced by the above Financial Project Number.

I. PROJECT COST: \$201,028.00

TOTAL PROJECT COST: \$201,028.00

II. PARTICIPATION:

Maximum Federal Participation
FTA, FAA

Agency Participation
In-Kind
Cash
Other

Maximum Department Participation,
Primary
~~(DS)~~~~(DDR)~~~~(DIM)~~~~(PORT)~~**(DPTO)** (100%) or \$201,028.00
Federal Reimbursable (DU)
Local Reimbursable (DL)

TOTAL PROJECT COST \$201,028.00

FINANCIAL PROJECT NO. 43918518416
CONTRACT NO. _____

EXHIBIT "C"
(GENERAL - with Safety Requirements)

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the City of Gainesville dba Regional Transit System (RTS), Post Office Box 490, Station 5, Gainesville, Florida 32627 as referenced by the above Financial Project Number.

Reference statutes as applicable.

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

Safety Requirements

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

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

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