

Board of County Commissioners Agenda Request

Date of Meeting: July 7, 2009

Date Submitted: June 16, 2009

To: Honorable Chairman and Members of the Board

From: Johnny Williams, County Administrator
Farnita L. Saunders, Community Development Director

Subject: Approval of Funding from the Federal Transit Administration to Leverage with Funding of (\$130,000) from the Florida Department of Transportation and Authorize the Chairman to Execute the Joint Participation Agreement – (\$130,000)

Statement of Issue:

This agenda item seeks the Gadsden County Board of County Commissioners (BOCC) acceptance of funds in the amount of \$130,000 from the Federal Transit Administration and authorizes the Chairman to execute the Joint Participation Agreement (JPA) for the Gadsden Express transit service from Tallahassee to Gadsden County.

Background:

As a follow up to Governor Crist's visit to Gadsden County, projects in the County were given special recognition. Because of the Governor's commitment and direction to all state departments to assist Gadsden County in meeting and overcoming its most pressing needs, the Florida Department of Transportation (FDOT) met with staff to discuss transportation challenges encountered by the Gadsden County residents traveling to Leon County to work, medical needs or for other reasons.

During the March 18, 2008 meeting, the BOCC approved staff to apply for a transit service development grant from the FDOT to reestablish the Quincy to Tallahassee shuttle and to explore opportunities for Park and Ride facilities for commuters to park their vehicles and take advantage of the shuttle service. Upon BOCC approval, staff submitted an application request for funding in the amount of \$130,000 to the FDOT and on June 23, 2008, the FDOT informed Gadsden County of the approval of the funding in the amount requested.

Staff began to work with StarMetro, Tallahassee's transit provider to provide the service. The City of Tallahassee then decided to apply for additional funds from the Federal government to leverage with the County's \$130,000 in state FDOT funds.

After a period of time, StarMetro decided not to bid on the service and the County solicited bids from transit providers. The bids closed on April 17, 2009, and during the May 19, 2009 meeting, the BOCC approved the selection of Big Bend Transit as the sole provider of services.

Analysis:

To further leverage the \$130,000 applied for by Gadsden County, it was determined that there would be a possibility to not only reestablish the service, but also combine funds with StarMetro's \$130,000 matching grant to provide expanded transit service totaling \$260,000. As previously stated, StarMetro successfully obtained funding for the Gadsden County transit project, but decided not to bid on the service for budgetary reasons. Therefore, staff met with the FDOT and the Capital Regional Transportation Planning Agency to determine the most feasible way to proceed with the service without StarMetro.

The funding for the \$260,000 project is as follows: \$130,000 from the State and \$130,000 from the Federal Transit Administration via Star Metro. The Joint Participation Agreement between Gadsden County and the State DOT has already been executed; however the attached Joint Participation Agreement is to allow StarMetro to leverage its \$130,000 into the project. This action requires an agreement between the County and the City of Tallahassee (StarMetro).

Note: The action taken by the BOCC during the June 16, 2009 meeting related to the Gadsden Express was to select Big Bend Transit, Inc. as the transit provider.

Fiscal Impact:

The Florida Department of Transportation has provided grant funds under its Service Development Grant Program in the amount of \$130,000 to provide this service. Although Star Metro did not bid on the project, this Joint Participation Agreement provides the remaining \$130,000 from the Federal Transit Administration to allocate to the total cost of the project, which is \$260,000. The Office of Management and Budget has established budget authority for the \$130,000 titled, "Fund 148 -Big Bend Transit-FDOT" to be managed by the Community Development Department. Star Metro will manage and administer the remaining \$130,000 of federal funding.

Options:

Option 1: Accept funding in the amount of \$130,000 to leverage with the State DOT funding in the amount of \$130,000 for the Gadsden Express transit Service, totaling \$260,000.

Option 2: Authorize the Chairman to execute the Joint Participation Agreement between Gadsden County BOCC and the City of Tallahassee/StarMetro for \$130,000, contingent upon review by the County Administrator and the County Attorney.

Option 3: Do not accept funding in the amount of \$130,000 to leverage with the State DOT funding in the amount of \$130,000 for the Gadsden Express transit Service.

Option 4: Do not authorize the Chairman to execute the Joint Participation Agreement between Gadsden County BOCC and the City of Tallahassee/StarMetro for \$130,000.

Option 5: Provide other direction.

Recommendations:

Option 1: Authorize the Chairman to execute the Joint Participation Agreement between Gadsden County BOCC and the City of Tallahassee/StarMetro for \$130,000 contingent upon review and approval by the County Administrator and the County Attorney.

Option 2: Authorize the Chairman to execute the Joint Participation Agreement between Gadsden County BOCC and the City of Tallahassee/StarMetro for \$130,000.

Attachments:

Joint Participation Agreement

(Additional Attachments are Available in Book Form on the Commissioners' Table and the Department for Review)

JOINT PARTICIPATION AGREEMENT
For 2006 Federal Transit Administration Funding for
Section 5316 Job Access Reverse Commute Program
and
Section 5317 New Freedom

THIS AGREEMENT is made and entered into this the ____ day of _____, 2009 between the CITY OF TALLAHASSEE, a Florida municipal corporation (the "City"), c/o StarMetro, 555 Appleyard Drive, Tallahassee, FL and GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS the "Sub-Recipient"

The City is duly authorized to provide mass transit in and around the City of Tallahassee through its transit department ("StarMetro"). StarMetro is the designated recipient for the region's Transportation Management Area ("TMA") for Federal Transit Administration ("FTA") funding for the Job Access and Reverse Commute program ("JARC") as provided in U.S.C. Section 5316 and New Freedom program as provided in U.S.C. Section 5317. The TMA includes all of Leon County and portions of both Gadsden and Wakulla counties.

The City conducted a competitive project selection process and selected the Gadsden County Express as described in the Application attached hereto as **Attachment A** funded by FTA grants **FL-37-X030-00** and **FL-57-070-00**, for the Sub-Recipients to receive JARC grant funding to be used to improve access to transportation services to employment and employment related activities for welfare recipients and eligible low-income individuals and to transport residents of urbanized and non-urbanized areas to suburban employment opportunities.

This Agreement is an interlocal agreement between the City and the Sub-Recipient pursuant to Chapter 163, Florida Statutes. This Agreement defines the allocation, method of accounting and disbursement of funds received from the FTA of the United States Department of Transportation ("USDOT") pursuant to the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users ("SAFETEA-LU") legislation and FTA Circulars 9050.1 and 9045.1.

For and in consideration of the mutual promises and premises hereinafter set forth, The City and the Sub-Recipient agree as follows:

1. Purpose: This Agreement is to provide funding for work as more particularly described in the Scope of Work attached hereto as **Attachment B**. The Sub-Recipient agrees to perform this work in accordance with the Application, the Program Management Plan (“PMP”) attached hereto as **Attachment C**, and Scope of Work and in compliance with all federal, state, and local requirements, including but not limited to those referenced herein, and incorporated herein by reference. Work assignments must be consistent with task descriptions, objectives and expected deliverables (work products) specified in the project application process and consistent with the PMP.
2. Project Cost: The total estimated cost of the project is \$260,000. This amount is based upon the estimate summarized in Exhibit “A” attached hereto and by reference made a part hereof this Agreement. The Sub-Recipient agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.
3. Funding:
 - a) The FTA determines the total amount of Section 5316 (JARC) and Section 5317 (New Freedom) funds available to StarMetro on an annual basis.
 - b) The portion of these funds to be passed through to the Sub-Recipient is determined annually through the City’s competitive selection process (that includes protest provisions in Section 318 of its procurement procedures). The total amount of funds to be reimbursed to the Sub-Recipient shall not exceed the amount awarded as reflected in the Application, Part 2.
 - c) The Sub-Recipient is required to provide local matching funds as specified by the PMP in order to receive the Sections 5316 (JARC) and Section 5317 (New Freedom) reimbursement funds. The amount of the local match shall be as provided in **Attachment A**, Part 2.
 - d) The Sub-Recipient shall submit requests for reimbursement on a quarterly basis to StarMetro and the requests shall include all documentation, reports and statements as required herein and by the Section 5316 (JARC) and Section 5317 (New Freedom) programs.
 - e) Upon StarMetro’s review and approval of the Sub-Recipient’s request for reimbursement, StarMetro shall reimburse the Sub-Recipient and request funds from the FTA.

4. Records and Reporting. The Sub-Recipient shall maintain accounting records and all other documents in full compliance with the provisions of this Section and shall also maintain all other documents necessary for federal and state audit purposes.

4.1. Accounting.

- a) A separate account should be established for the Section 5316 (JARC) and Section 5317 (New Freedom) programs for local match and reimbursement funds for each fiscal year and all transactions recorded in accordance with acceptable accounting procedures, as approved by FDOT and USDOT in Attachment G of the Office of Management and Budget (OMB) Circular A-102 (**Attachment D**) which outlines standards for grantee financial management systems.
- b) If the Sub-Recipient is a public agency as defined in Section 163.01(3)(b), F.S. and in the event the Sub-Recipient expends less than \$500,000 in a year from City, State or federal grant funds, the Sub-Recipient is exempt from City audit requirements for that year. If the Sub-Recipient expends \$500,000 or more in a fiscal year from City, State, or federal awards, an independent public accountant shall be employed to conduct a financial and compliance audit of its records. In addition to the above, the Sub-Recipient shall provide the StarMetro and the City Auditor, for their review, a copy of any audit received as a result of the organization policy; US Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations; or Section 215.97, Florida Statutes, relating to the expenditure of state awards under the Florida Single Audit Act. Such audits shall include or be accompanied by any applicable audit management letter issued and all applicable responses to the auditor's findings and recommendations. All audits shall be submitted to StarMetro and the City Auditor within 30 days of receipt of each issued report.

4.2. Reimbursement Requests

The Sub-Recipient shall submit an invoice and appropriate documentation and reports to StarMetro within fifteen (15) working days after the end of the quarter for funds expended during the subject period. The invoice should include an attached quarterly expenditure report by work task. Identification of expenditures by work task shall

include detailed evaluation of work accomplishments and work products and deliverables.

4.3 Quarterly Progress Report

The Sub-Recipient shall submit quarterly progress reports to StarMetro within fifteen (15) working days after the end of each quarter. The quarterly progress report should include a brief narrative report of transportation planning work accomplished by the Sub-Recipient and any sub-contractor. The quarterly progress report shall be included with the invoice and expenditures report.

5. Personnel. StarMetro shall assign oversight personnel and the Sub-Recipient shall assign personnel as necessary to carry out the responsibilities of StarMetro and the Sub-Recipient respectively, under this Agreement.

6. Subcontractors. The Sub-Recipient shall comply with the third party contracting requirements as outlined in FTA Circular 4220.1F (**Attachment E**), which is attached hereto and incorporated herein and made part of this Agreement. The Sub-Recipient shall comply with the subcontracting provisions contained in the Federal-Aid Policy Guide, Part 172, (**Attachment F**) and additions or amendments thereto.

7. Indemnification.
 - (a) Unless Sub-Recipient is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, Sub-Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this Agreement, and shall hold the City harmless against all claims of whatever nature by third parties arising out of the performance of work under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of City but is an independent contractor.
 - (b) If Sub-Recipient is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, Sub-Recipient agrees to be fully responsible to the extent provided by Section 768.28, Florida Statutes, for its negligent acts or omissions or tortuous acts which result in claims or suits against City and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by City or any Sub-Recipient to which sovereign

immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of City but is an independent contractor.

8. Term. The term of this Agreement shall begin on _____, 2009 and expire on _____, 200_, or at such earlier time as the grant funds are no longer available or the parties terminate the Agreement as provided herein. Any extension of this term shall be at the sole discretion of the City and shall require an amendment as provided herein.
9. Amendments. This Agreement may be amended by mutual agreement of the City and the Sub-Recipient at any time by execution of a written agreement.
10. Termination. Either party may terminate this Agreement by providing ninety (90) days prior written notice to other party. If the termination date does not coincide with the end of a quarterly reimbursement period, the City shall reimburse the Sub-Recipient for the amount of its costs incurred and requested, as provided herein, prior to the termination date.
11. Assignment and Binding Effect: The Sub-Recipient shall not assign, transfer, or otherwise convey any interest in this Agreement without the prior written consent of the City.
12. Equal Employment Opportunity: The Sub-Recipient shall not discriminate, directly or indirectly, against any employee or applicant for employment on the basis of race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. The Sub-Recipient shall incorporate this provision in all subcontracts for services provided under this Agreement

13. Headings. All headings that appear as section numbers in this Agreement are included for convenience only and shall not affect the meaning or interpretation of any of the provisions of the Agreement.

14. Entire Agreement. This Agreement, together with the Application (**Attachment A**), the Scope of (**Attachment B**), PMP (**Attachment C**), OMB Circular A-102 (**Attachment D**), FTA Circular 4220.1F (**Attachment E**) and Federal-Aid Policy Guide, Part 172, (**Attachment F**) represents the entire and integrated agreement between the City and the Sub-Recipient.

City and the Sub-Recipient have each authorized this Agreement to be duly executed under seal.

CITY: City of Tallahassee, a Florida municipal corporation

By: _____
Anita Favors Thompson, City Manager

Print Name: _____

ATTEST:

Approved as to form:

Gary Herndon, Treasurer- Clerk

James R. English, City Attorney

SUBRECIPIENT: Gadsden County Board of County Commissioners,

By: _____
Eugene Lamb Jr., Chairman

Print Name: _____

ATTEST:

Approved as to form:

Clerk of Court

Deborah S. Minnis, County Attorney

EXHIBIT "A"
PROJECT BUDGET

This exhibit forms an integral part of the Joint Participation Agreement between the CITY OF TALLAHASSEE and GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS.

PROJECTED ESTIMATED AND PROGRAMMED BUDGET

I. Project Cost: \$260,000

Total Project Cost: \$260,000

II. Participation:

Maximum Federal Participation (FTA)

JARC \$119,326

New Freedom \$ 10,674

Local Participation

In-Kind \$0

Cash Local \$130,000

Other \$0

Total Project Cost: \$260,000