

Memorandum



Date: February 19, 2020

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

Agenda Item No. 3(B)(5)

From: Carlos A. Gimenez
Mayor

Resolution No. R-184-20

Subject: Resolution Authorizing the County Mayor to Execute a Public Transportation Grant Agreement with the Florida Department of Transportation in the Amount of \$800,000.00 for the I-95 Express Bus Service (Broward to Miami Central Business District)

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the terms of and authorize the Miami-Dade County (County) Mayor or County Mayor's designee to execute a Public Transportation Grant Agreement (Agreement) in substantially the form attached hereto with the Florida Department of Transportation (FDOT) to provide \$800,000.00 in Fiscal Year 2020 Transit Corridor Development Program funding for the continued operation of the I-95 Express Bus Service from Broward to Miami Central Business District (CBD). It is further recommended that the Board authorize the receipt and expenditure of funds, as specified in the Agreement.

Scope

The alignment of this service spans within Commission District 1, which is represented by Commissioner Barbara Jordan; Commission District 2, represented by Commissioner Jean Monestime; Commission District 3, represented by Chairwoman Audrey M. Edmonson and Commission District 4, represented by Commissioner Sally A. Heyman. While these funds provide support for a bus service along the I-95 transportation corridor, the impact of the project benefits the riding public countywide.

Fiscal Impact/Funding Source

The State Participation Rate for this Agreement is 100 percent of eligible expenses. There is no fiscal impact to the County.

Track Record/Monitor

The Grant Manager for this Agreement is Ed Carson, Manager, Grants Administration, Department of Transportation and Public Works (DTPW).

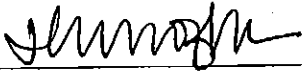
Background

The State Transit Corridor Development Program is authorized by Chapter 341, Florida Statutes. The program provides funding to relieve congestion and improve capacity within identified transportation corridors by increasing people-carrying capacity through the use and facilitated movement of high occupancy conveyances.

On January 25, 2010, DTPW implemented the I-95 Dade-Broward Express Bus Service to the Miami CBD along the I-95 corridor. This service provides an express connection (without transfers) between Miami-Dade County and Fort Lauderdale/Hollywood in Broward County. The service is divided into two routes, which include:

- 95 Dade-Broward Express (Route I95 – Broward Boulevard to Miami CBD)
This route provides express commuter transit service between the Tri-Rail Station located at Broward Boulevard to the Miami CBD. Service headway is 15 minutes during the AM/PM peak hours, weekdays only. The estimated annual average weekday boardings for this service is 400.
- 95 Dade-Broward Express (Route I96 – Sheridan Street to Miami CBD)
This route will provide express commuter service between the Tri-Rail Station located at Sheridan Street to the Miami CBD. Service headway is 15 minutes during the AM/PM peak hours, weekdays only. The annual average weekday boardings for this service is 400.

This service is critical for transit riders to cross the County border to access jobs, medical and educational facilities in Miami-Dade County. This Agreement must be executed by FDOT on or before June 30, 2020.



Jennifer Moon
Deputy Mayor

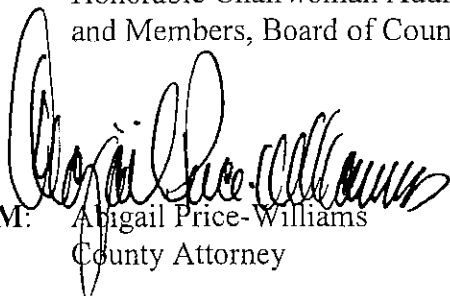


MEMORANDUM

(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: February 19, 2020

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 3(B)(5)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 3(B)(5)
2-19-20

RESOLUTION NO. R-184-20

RESOLUTION APPROVING TERMS OF AND AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE A PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO PROVIDE \$800,000.00 IN FISCAL YEAR 2020 TRANSIT CORRIDOR DEVELOPMENT PROGRAM FUNDS FOR THE I-95 EXPRESS BUS SERVICE (BROWARD TO MIAMI CENTRAL BUSINESS DISTRICT FOR A TOTAL PROJECT AMOUNT OF \$800,000.00; AUTHORIZING THE RECEIPT AND EXPENDITURE OF FUNDS AS SPECIFIED IN THE AGREEMENT; AND AUTHORIZING RECEIPT AND EXPENDITURE OF ANY ADDITIONAL FUNDS AS SPECIFIED IN THE AGREEMENT SHOULD THEY BECOME AVAILABLE

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board approves the Public Transportation Grant Agreement ("Agreement") between Miami-Dade County and the State of Florida Department of Transportation ("FDOT"), in substantially the form attached hereto and made a part hereof, to provide \$800,000.00 in Fiscal Year 2020 Transit Corridor Development Program funds for the I-95 Express Bus Service (Broward to Miami Central Business District).

Section 2. This Board further authorizes the County Mayor or County Mayor's designee, to execute this Agreement, any time extensions and to receive and expend the Transit Corridor Development Program funds as specified in this Agreement and any additional Transit Corridor Development Program funds should they become available, so long as no additional County matching funds are required.

Section 3. The County staff is authorized to furnish such additional information as FDOT may require in connection with the application for this project.

The foregoing resolution was offered by Commissioner **Audrey M. Edmonson**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman	aye
Rebeca Sosa, Vice Chairwoman	aye
Esteban L. Bovo, Jr.	aye
Jose "Pepe" Diaz	aye
Eileen Higgins	aye
Joe A. Martinez	aye
Dennis C. Moss	aye
Xavier L. Suarez	aye
Daniella Levine Cava	aye
Sally A. Heyman	absent
Barbara J. Jordan	aye
Jean Monestime	aye
Sen. Javier D. Souto	aye

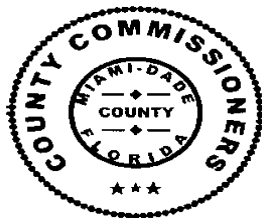
The Chairperson thereupon declared this resolution duly passed and adopted this 19th day of February, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

Linda L. Cave

By: _____
Deputy Clerk



Approved by County Attorney as
to form and legal sufficiency:

Annery Pulgar Alfonso

B. Z.
for *APA*

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT**

Form 725-000-01
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Financial Project Number(s): (If am-segment-phase-sequence) 420462-5-84-01	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	TOBD 215	FLAIR Category: 088774 Object Code: 751000 Org. Code: 55062020629 Vendor Number: F596000573129
Contract Number: G1G18 CFDA Number: N/A CFDA Title: N/A CSFA Number: 55.013 CSFA Title: Transit Corridor Development Program	Federal Award Date: Agency DUNS Number:	 N/A	

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and Miami-Dade Department of Transportation and Public Works, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 341.000, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Operating Assistance - I-95 Express - Broward to Miami Central Business District, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☐ Aviation
- ☐ Seaports
- ☒ Transit
- ☐ Intermodal
- ☐ Rail Crossing Closure
- ☐ Match to Direct Federal Funding (Aviation or Transit)
- ☐ (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ Other

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Financial Assistance (Single Audit Act)
- ☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

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X *Additional Exhibit(s): 'X' - Standards of Operation for Express Bus Service

'Y' - Express Bus Performance Measures

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through December 31, 2021. 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 Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

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9. Project Cost:

- a. The estimated total cost of the Project is \$800,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$800,000 and, the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:
 - ☒ Travel expenses are NOT eligible for reimbursement under this Agreement.
 - ☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

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Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within sixty (60) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.
- If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency 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 Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

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may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

- k. **Offsets for Claims.** 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 agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** 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 Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"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 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

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not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in Exhibit "A", **Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d. ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e. ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. ☒ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

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- g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", Schedule of Financial Assistance, or that is not consistent with the Project description and scope of services contained in Exhibit "A", Project Description and Responsibilities must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

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through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
- ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
- iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).
- iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and

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management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

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10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

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

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

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

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- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. 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.
- h. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including

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the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less

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than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** 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.
- c. **Severability.** 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.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **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.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so 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.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

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- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY Miami-Dade Department of
Transportation and Public Works

By: _____

Name: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: D6 - Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

To: raymond.freeman@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL**

G1G18

11/4/2019

CONTRACT INFORMATION

Contract	G1G18
Contract Type	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name	MIAMI-DADE COUNTY FLORIDA
Vendor ID	F596000573129
Beginning Date of This Agreement	11/01/2019
Ending Date of This Agreement	12/31/2021
Contract Total/Budgetary Ceiling	cl = \$800,000.00
Description	DTPW - I-95 Express Service Route - Broward to Miami Central Business District (SFY20)

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 11/4/2019

Action	Original
Reviewed or Approved	APPROVED
Organization Code	55062020629
Expansion Option	A1
Object Code	751000
Amount	\$800,000.00
Financial Project	42048258401
Work Activity (FCT)	215
CFDA	
Fiscal Year	2020
Budget Entity	65100100
Category/Category Year	088774/20
Amendment ID	0001
Sequence	00
User Assigned ID	
Enc Line (6s)/Status	0001/04

Total Amount: \$800,000.00

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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Operating Assistance - I-95 Express - Broward to Miami Central Business District

B. Project Location (limits, city, county, map): Miami-Dade DTPW/Miami, FL/Miami-Dade

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): "As funding allows, this program will consider improvements on facilities designed to prevent them from becoming constrained. Transit Corridor Project is defined as a project identified in a Transit Development Plan, Congestion Management System, or other formal study undertaken by a public agency

designed to relieve congestion and improve capacity within an identified corridor, by increasing people carrying capacity through the use and facilitated movement of high occupancy conveyances. Capital costs may include rolling stock, the purchase of land and right of way, construction and installation of facilities, and corridor road improvements such as turn lanes, traffic controls and high occupancy lanes. Operational costs may include pre-service reparations, operating deficits, marketing, administration, security and traffic control, equipment leases, commuter transportation services, carpool and/or vanpool activities, and other demand management strategies."

D. Deliverable(s): Miami-Dade Department of Transportation and Public Works will continue to provide the I-95 Express - Broward to Miami Central Business District Route.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to):

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants.

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EXHIBIT B

**Schedule of Financial Assistance
TRANSIT OPERATING ONLY**

FUNDS AWARDED TO THE AGENCY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Project Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
420462-5-84-01	TOBD	088774	2020	751000	55.013	Transit Corridor Development Program	\$800,000
Total Financial Assistance							\$800,000

B. Operations Phase - Estimate of Project Costs by Budget Category:

Budget Categories <i>Operations (Transit Only) *</i>	State	Local	Federal	Total
Salaries	\$584,000	\$0	\$0	\$584,000
Fringe Benefits	\$216,000	\$0	\$0	\$216,000
Contractual Services	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0
Other Direct Costs	\$0	\$0	\$0	\$0
Indirect Costs	\$0	\$0	\$0	\$0
Totals	\$800,000	\$0	\$0	\$800,000

* Budget category amounts are estimates and can be shifted between items without amendment (because they are all within the Operations Phase).

C. Cost Reimbursement

The Agency will submit invoices for cost reimbursement on a:

☐ Monthly
☒ Quarterly
☐ Other:

basis upon the approval of the deliverables including the expenditure detail provided by the Agency.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Raymond Freeman

Department Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 08/19

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-030-02
STRATEGIC
DEVELOPMENT
OGC 09/18

**EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT**

(Transit Corridor Program)

1. Conformance with Enabling Legislation. This Agreement is in conformance with Section 341.051, F.S.

2. Bus Transit System - In accordance with Section 341.061, F.S., 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.

3. Transit Vehicle Inventory Management. The agency will follow the Department's Transit Vehicle Inventory Management Procedure (725-030-025i), which outlines the requirements for continuing management control, inventory transfer and disposal actions. This procedure pertains ONLY to capital procurements of rolling stock using the FTA Section 5310, Section 5311, Section 5316, and Section 5317 programs as the funding source, or where the Department participates in 50% or more of the public transit vehicle's purchase price. This may include vehicles purchased under the State Transit Block Grant Program, State Transit Corridor Program, State Transit Service Development Program, or other applicable Department programs.

4. Progress Reports. The Agency will submit Semi-Annual Progress Reports on monthly ridership data. Reports are due no later than January 30th for the period ending December 31st and July 30th for the period ending June 30th.

5. Project Goals and Service Data. The Agency must report on work efforts and provide a detailed, side-by-side comparison of the project goals and actual service data.

6. Submittal of Proposed Time Line. The Agency will submit a Proposed Time Line for Transit Corridor Activities prior to the commencement of the project.

7. Annual Report. The Agency will provide an annual report including the following information: an evaluation of the attainment of the goals and objectives, the reasons any of the goals were not met, and the benefit accrued by the Agency/Community. Should a project not meet its goals and objectives, the District shall determine if it is necessary to terminate the project. This report will accompany the Final Invoice for reimbursement.

– End of Exhibit E –

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 08/19

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., Insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address [http://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference Guide For State Expenditures.pdf](http://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference%20Guide%20For%20State%20Expenditures.pdf).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 726-000-02
STRATEGIC
DEVELOPMENT
OGC 08/19

EXHIBIT G

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:--

Awarding Agency: Florida Department of Transportation
State Project Title: Transit Corridor Development Program
CSFA Number: 55.013
***Award Amount:** \$800,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.013 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.013 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

EXHIBIT "X"

STANDARDS OF OPERATION for EXPRESS BUS SERVICE

1.0 Department Responsibilities

The Department shall be responsible for the following aspects of the express bus service program:

- 1.01 Setting vehicle requirements, service policies, performance measures, and service thresholds, and communicating these to the Agency.
- 1.02 Reviewing the run structure, service schedule, service provision, service productivity, and vehicle productivity before resources are reduced or expanded.
- 1.03 Providing and updating Standards of Operation with the annual supplemental Public Transportation Grant Agreement.

2.0 Types of Services to be Provided

The Agency shall manage and operate express bus services as described in this Agreement. This agreement constitutes the approval and initiation of service and shall be considered Notice to Proceed.

3.0 Service Policies

The following is a summary of key operating policies for the express bus service to be provided under this program. The Agency shall develop written operating policies and effectively implement these policies through training, service monitoring, and retraining.

Service Area – The service area is variable with each route/contract.

Days and Hours of Operation – The Agency shall operate express bus routes on weekdays, Monday through Friday, for the AM and PM peak periods. Additional trips may be added or reduced at the discretion of the Agency with the Department's prior written consent and approval. The Department may also use this Agreement to initiate additional trips for special events and/or emergencies.

Fares – Fares for express bus services shall be determined by the Agency and provided to the Department for approval. Increases in express bus fares shall be determined at the discretion of the Agency with the Department's prior review and approval, and follow necessary federal guidelines regarding fare changes.

Service Frequency – The service frequency for express bus services shall be determined by the Agency and provided to the Department for reference. Changes in service frequency shall be determined at the discretion of the Agency with the Department's prior review and approval, and follow necessary federal guidelines regarding service changes.

4.0 Agency Responsibilities

- 4.01 The Agency shall adhere to service policies and standards set forth by the Department in the operation of express bus services and shall communicate these to its customers. The Agency shall strive to provide excellent customer service, and to provide safe, quality, efficient, and cost-effective mobility services to the Agency's express bus service users.
- 4.02 The Agency shall request written approval from the Department prior to implementing any of the following changes that may result in a greater than two percent (2%) increase or decrease in system-wide express bus service in managed lanes within the service area (as measured in revenue hours and as computed on an annual basis); this written approval shall not be unreasonably withheld or delayed. The Agency shall coordinate with and seek input and review from the Department prior to modifying express bus service in the following ways and shall provide advance notice to both the Department and the public.
- Addition of route(s)
 - Elimination of route(s)
 - Combination of routes
 - Changes to service span
 - Addition or elimination of runs
 - Changes in days of operation
 - Change in vehicles used for the service (based on ongoing, regular assignment)
- 4.03 To the extent that there is any increase or decrease in system-wide express bus service in managed lanes within the service area (as measured in revenue hours and as computed on an annual basis) greater than two percent (2%) (which would require approval of the Department), that would warrant a corresponding increase or decrease in the appropriated amount to be paid to the Agency by the Department, an Amendment to this Agreement will be required in the form of a Supplemental Joint Participation Agreement (SJPA) prior to said increase or decrease being put into effect.
- 4.04 The Agency shall provide public information about express bus services to the community. This shall include outreach to major employers along the service corridor, either through the Department's commuter services program and/or the Agency's outreach mechanisms.
- 4.05 The Agency shall develop published (printed and electronic) schedules, route maps, and other marketing materials.
- 4.06 The Agency shall prepare and provide billings and service reports as required by the Department.

5.0 Service Monitoring, Data Collection, Reporting, and Accounting

The Agency shall cooperate with the Department in monitoring services. All records for vehicles and drivers must be current and readily available at all times. The Agency must maintain a self-monitoring program to assure compliance between audits. The Agency shall maintain a list of all vehicles approved by the Department for use in the express bus service. An updated fleet list shall be provided to the Department any time vehicles are added to or retired from the system.

6.0 Quarterly Reporting

For the purposes of operations and management analysis, the Agency agrees to provide the Department with quarterly written performance reports reflecting the operations of the Agency in the prior quarter. The quarterly reporting periods shall end on December 31st, March 31st, June 30th, and September 30th and shall be submitted to the Department's express bus liaison within forty-five (45) days after the end of each quarter. Each quarterly report shall include the following items, as available (due to the variable data collection schedules for some of the items):

- i. Maps and schedules for each route operating in the service area. (This information will be provided for the first quarterly report for all express bus service and thereafter only at the time of any change being made to that service in either alignment and/or schedule.)
- ii. Official Agency monthly and daily ridership reports showing a breakdown of actual aggregate express bus service ridership by route. (This information will be provided quarterly.)
- iii. Operational service characteristics report for current express bus services including (1) total revenue hours, (2) total revenue miles, (3) unlinked passenger trips, (4) total vehicle hours (pull-out to pull-in), (5) total deadhead vehicle hours, (6) total vehicle miles, and (7) total deadhead vehicle miles. (This information will be provided quarterly.)
- iv. Route performance report that reports and compares each express bus route in the service area based on the index of four (4) key performance measures in Exhibit Y, and in addition:
 - Scheduled vs. actual revenue miles (to be reported quarterly)
 - On-time performance for each route (to be reported as new AVL/APC system is implemented)
 - Ridership by trip (to be reported semi-annually, with a goal of quarterly reporting as technology permits)
 - Scheduled vs. actual revenue hours (to be reported quarterly)
 - Any other information regarding express bus service that the Department reasonably requests
- v. Comparison of actual revenue and expenditures to budgeted revenues and expenditures, with explanations for variances that exceed \$50,000. (This information will be provided quarterly.)

7.0 Performance Measures

The Department has developed performance measures to set service thresholds and evaluate express bus routes based on productivity and efficiency. The performance measures and thresholds will track service trends on a monthly, quarterly, semi-annual, and/or yearly basis, depending on the timing of data availability for this purpose. These express bus performance

measures shall be based upon the actions outlined in Exhibit Y – Performance Measures, Targets, and Operational Service Evaluation Guidelines, attached hereto after approval from both parties and by this reference be made a part hereof. The Agency shall develop corrective actions for non-performing routes. Corrective actions must receive written authorization by the Department prior to final approval.

8.0 Other Assistance

In addition to the specific duties and responsibilities noted above and other responsibilities detailed within these standards, the Agency shall, in good faith, assist the Department in meeting its obligations for express bus service in accordance with Federal and State regulations and requirements and the requirements of grantee and funding contracts. Changes may be required from time to time to meet these requirements or to refine the method of operation. The Agency shall inform the Department of the overall management, operation, and changes to the express bus services in areas such as, but not limited to, effective scheduling and dispatch, safety adherence, accident investigation, general administration, reporting, operation of express bus services, and cost allocation.

9.0 Comment and Complaint Process

- 9.01 A Centralized comment system/database that can accommodate express bus service shall be set up (if not already available), maintained, and managed, as agreed by the Department and the Agency upon negotiation of this agreement. This comment system shall be accessible to customers via website or call-in number.
- 9.02 Information about the comment system/database shall be provided on a placard inside each vehicle for customer notification.
- 9.03 All express bus service comments and complaints shall be directed and managed by the Agency and recorded for the Department.
- 9.04 All complaints and comments shall be logged into the centralized comment system/database and assigned, by case type, to appropriate personnel and/or responsible party by the Agency.
- 9.05 The Agency shall thoroughly investigate complaints and shall be responsible for and process all customer comments and complaints regarding the express bus service and develop a mechanism to convey a detailed response of findings and proposed corrective actions within five (5) business days of the receipt or notification of the complaint. Complaints logged as "High Priority" must be investigated and responded to within 24 hours.
- 9.06 The Agency shall communicate to the customer a response within five (5) business days.
- 9.07 Each quarter, a meeting shall be held with the Department and the Agency to review the complaints, results of the investigations, corrective actions taken, and processes. The purpose of these meetings is to communicate with the Agency any changes that may be required. Additionally, justification must be provided for missed runs.

10.0 Express Service Policy and Procedures

The Agency shall maintain a uniform set of policies and procedures for all staff that work on express service, and ensure that all state and federal requirements are met regarding the development of and compliance with the policies and procedures.

11.0 Express Bus Service Driver Requirements, Education, and Training, including other Personnel

The Agency shall establish and maintain express bus service driver requirements, education, and training, and ensure that all state and federal requirements are met regarding the development of and compliance with the driver requirements and education/training programs.

12.0 Vehicle Requirements

The Agency shall provide and maintain appropriate vehicles, if and as feasible, for the express bus service, and ensure that all state and federal requirements are met regarding the procurement, design, construction, maintenance, inspection, and eventual disposal of all vehicles.

13.0 Vehicle Branding

- 13.01 The Agency shall place a consistent logo/branding on the vehicles used for the express bus service. The buses shall be easily identified as "express service." It is not the intent of the Department to remove Agency logos or identification from the buses.
- 13.02 Vehicle color and markings shall be the standard statewide express bus graphics assigned by the Department. Each vehicle used in revenue service shall have EXPRESS BUS signage displayed as determined by the Agency and Department during the negotiation of this agreement. The signage will be provided and installed by the Agency at the Agency's expense.

14.0 Vehicle Service

- 14.01 All vehicles used for the express bus service must meet the Express Bus Service's accessibility needs for transporting ambulatory and customers in wheelchairs.
- 14.02 The Agency shall maintain procedures for dealing with vehicle breakdowns and driver shortages that comply with Agency service requirements.
- 14.03 In the event of a vehicle failure while in service, the Agency shall deploy a vehicle immediately upon notification to replace the failed vehicle to ensure as little disruption to service and as little inconvenience to the customer as possible. The Agency shall maintain an appropriate spare ratio (20%) for its express bus fleet to ensure the availability of suitable spare vehicles in this timely fashion.

15.0 Vehicle Maintenance

- 15.01 All maintenance, repairs, and inspections shall be in compliance with manufacturers' requirements, Rule 14-90 of the Florida Administrative Code, and any requirements included by the Agency in this section.

- 15.03 The Agency shall perform all the necessary and required maintenance and repair work to vehicles. All repairs shall be recorded and documentation shall be available upon request.
- 15.04 The Agency shall maintain vehicles in such a way as to, at all times, protect the safety of customers and ensure the most reliable service possible.

16.0 Vehicle Cleanliness

- 16.01 The Agency shall clean vehicles periodically. Each vehicle shall be free of any strong offensive or noxious odors. In addition, the exterior shall be kept clean to avoid dirt build-up, spotting, or other unsightly appearance.
- 16.02 Vehicles shall be periodically fumigated, as needed, to prevent insect or rodent infestation. Vehicles also shall be fumigated following any spills or incidents resulting in unsanitary conditions or strong odors.

17.0 Contracting of Express Service

The Agency shall be allowed to enter into contracts with vendors to operate express bus service with prior written approval by the Department. The Department shall continue to fund the base amount authorized in the Joint Participation Agreement with the Agency to cover express bus services. Any contracted vendor fees in excess of FDOT's contracted funding shall be borne by the Agency, unless authorized by the Department via SJPA. All proposals, policies, specifications, and contract plans entered into with third parties must be approved by the Department prior to entering into any commitment.

18.0 Independent Contractor

The Agency expressly acknowledges that it is acting as an independent contractor and that nothing in this Agreement is intended or shall be construed to establish an agency, partnership, or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions, and/or negligence of the other party.

19.0 Amendments

Any changes in scope or funding to this Agreement shall be approved by an SJPA. This SJPA may only be valid through a written document approved by both the Department and the Agency and executed by all parties hereto.

Exhibit "Y"

Performance Measures and Operational Service Evaluation Guidelines for Express Bus Service

1.0 Introduction

This document details the criteria to be used for the evaluation and assessment of the South Florida Region Express Bus Program. This document identifies performance measures, an operational service evaluation process, and recommended actions for the high or low performance of existing and proposed express bus routes.

2.0 Purpose of Document

The Department is seeking to identify performance measures, and operational service evaluation guidelines that may be used to assess express bus service and help determine when modification may be prudent. Performance measures are valuable tools that can be used for efficient operation and management of express bus services.

The intent of this document is to provide guidance to the Agency to:

- Identify performance metrics based on data collected by the Agency.
- Develop performance targets based on express bus service performance to enable an enhanced evaluation of service.
- Assess performance trends on a quarterly, semi-annual, and yearly basis (depending on availability of specific data) to better evaluate productivity and efficiency through development of a performance-based evaluation tool.
- Implement an operational management process to identify existing service deficiencies and improvements that may require restructuring and/or service level adjustments, and to affect positive change in express bus service operation and management.

3.0 Establish Goals and Objectives

- 3.01 The overall goal is to provide excellent, safe, and reliable express bus service to the greatest number of persons at the most efficient cost.
- 3.02 Objectives will be established by the Department with consensus from the Agency. Objectives will be based on performance measures to evaluate and measure express bus service.

4.0 Performance Measures

- 4.01 The performance measures will provide productivity indicators to better evaluate, assess, and modify service as needed.
- 4.02 The performance measures for the evaluation of express bus service are recommended to be standard industry measures, including load factor, passengers per trip, farebox recovery, reportable incidents per 100,000 revenue miles, revenue vehicle system failures per 100,000 revenue miles, and operating cost per passenger trip for service

efficiency, safety, reliability, and financial effectiveness, and service-related complaints for service quality.

The performance measures shall include:

- **Peak load factor** – Measures the ratio of vehicle capacity to passenger capacity by route, calculated daily and aggregated monthly for reporting. Used to assess how many passengers can be carried during the peak hour of service. To ensure safe operations, peak load factors should not exceed 1.0 (e.g., vehicle load divided by seating capacity – 1.0 equals a full seated load with no standees) in high speed express operations. Individual trip loads should be monitored to ensure peak load factors do not exceed standards for extended period of days.
- **Passengers per trip** – Measures total passengers per revenue trip operated. This is used to determine how effective the service is in capturing trips. This measure combined with passengers per revenue hour provides a comprehensive evaluation of route effectiveness. This measure should be combined with examination of trip level boarding to ensure all trips meet standards.
- **Farebox recovery** – Measures the ratio of operating expenses to fare revenue generated per route. Used to assess how efficient the service is in generating revenue in relation to the total operating expense of the service.
- **Reportable incidents per 100,000 revenue miles** – Measures the amount of revenue service provided between reportable incidents that occur during the provision of the service. This ratio provides a measurement of safety for the service provided on a given route. This safety measure shall be reviewed by the Agency to assess its trend performance over time on a regular basis (as the availability of data will permit but not less frequent than annually). The performance in this measure will be reported to the Department with other regularly reported statistics for the purpose of review and compliance. This measure need not be included in the index, but rather will be supplemental.
- **Revenue vehicle system failures per 100,000 revenue miles** – Measures the amount of revenue service provided between vehicle system failures (i.e., mechanical breakdowns that cause an interruption in revenue service) that occur during the provision of the service. This ratio provides a measurement of reliability for the service provided on a given route. This reliability measure shall be reviewed by the Agency to assess its trend performance over time on a regular basis (as the availability of data will permit but not less frequent than annually). The performance in this measure will be reported to the Department with other regularly reported statistics for the purpose of review and compliance. This measure need not be included in the index, but rather will be supplemental.
- **Operating cost per passenger trip** – Measures total operating cost per passenger trip. Used to determine how well the Agency is controlling the resources expended for carrying each passenger.
- **Service-related complaints** – Measures complaints per route as recorded from the centralized comment system. Used to determine service quality as provided by the Agency. Complaints shall be reviewed by the Agency to determine applicability on a rolling basis. Any comments received to which the Agency objects shall be sent to and further reviewed by the Department for compliance. This measure need not be included in the index, but rather will be supplemental.

- On time performance – Measures the schedule reliability of each route within a set threshold to be determined by each Agency. This indicator can be used to determine if schedules need to be adjusted. The performance in this measure will be reported to the Department with other regularly reported statistics for the purpose of review and compliance. This measure need not be included in the index, but rather will be supplemental.

5.0 Performance-Based Measurement Methodology

- 5.01 Individual express bus route performance shall be measured by the Agency based on average system-wide express bus (in managed lanes) performance to facilitate and support the evaluation of service and management, with the consensus of the Department.
- 5.02 The average system-wide express bus (in managed lanes) performance should be applied solely to the express bus service operated in managed lanes by this Agency to prevent potential skewing among high or low ridership routes operated by other agencies with similar agreements.
- 5.03 In this methodology, the average system-wide express bus (in managed lanes) performance in each indicated measure at the time of evaluation will establish the baseline with which all of the Agency's express bus routes (in managed lanes) will be compared.
- 5.04 For existing express bus (in managed lanes) service, the last twelve (12) months of performance will be used to calculate the average system-wide performance.

6.0 Operational Service Evaluation

- 6.01 The operational service evaluation shall be implemented quarterly and annually by the Department in association with the Agency to allow the Agency and Department to identify high and low performing express bus service routes, including those that may benefit from restructuring. The performance measures will be used as criteria in the operational service evaluation to support the identification and development of priorities for route improvement, modification, and/or elimination.
- 6.02 The service evaluation will quantitatively assess peak load factor, passengers per trip, farebox recovery, and operating cost per passenger trip into a single composite score. It also will individually assess reportable incidents per 100,000 revenue miles and revenue vehicle system failures per 100,000 revenue miles and on-time performance.
- 6.03 The express route composite score evaluation process will include the following steps:
 - The system-wide average of each of the four (4) quantitative performance measures will be calculated.
 - A performance measure for each route will be calculated relative to the performance measure category.

- Once the performance measures are calculated for each route, all values will be normalized to a value of one (1.0) using the corresponding system-wide average results, thereby producing indices for each measure for each route.
- Each performance measure Index score by route will be summed and then divided by the total number of performance measures to obtain the composite score for each route.

6.04 The express route composite score for each route will be obtained using the following calculations:

$$\text{Express Route Composite Score} = \frac{\text{Index for Peak Load Factor} + \text{Index for Passengers per Trip} + \text{Index for Farebox Recovery} + \text{Index for Operating Cost per Passenger Trip}}{4}$$

The index for each of the peak load factor, passengers per trip, and farebox recovery performance measures will be calculated by dividing the route value by the route average for each corresponding measure. The relationship for the cost measure, however, is inversed—that is, a lower value indicates better performance. For this measure, the route average is divided by the route value. The calculations are shown below:

$$\text{Index for Peak Load Factor} = \frac{\text{Route Peak Load Factor}}{\text{Route Average Peak Load Factor}}$$

$$\text{Index for Passengers per Trip} = \frac{\text{Route Passengers per Trip}}{\text{Route Average Passengers per Trip}}$$

$$\text{Index for Farebox Recovery} = \frac{\text{Route Farebox Recovery}}{\text{Route Average Farebox Recovery}}$$

$$\text{Index for Operating Cost per Passenger Trip} = \frac{\text{Route Average Operating Cost per Passenger Trip}}{\text{Route Operating Cost per Passenger Trip}}$$

6.05 For the three stand-alone performance measures assessing safety (route incidents per 100,000 revenue miles) and reliability (route failures per 100,000 miles and on-time performance), the Agency will analyze the performance of each express route over time (ideally over the last year and as data availability will allow) and make the comparison to system-wide averages during this same time period. Routes that fall below the performance of the overall system of express bus service in managed lanes should be

further assessed to identify possible modifications and/or enhancements to address noted reliability/safety issues.

7.0 Modification/Enhancement Actions

- 7.01 Routes shall be evaluated quarterly and annually by the Agency to identify routes that may require attention and further review by the Agency and Department.
- 7.02 Route performance shall be ranked from high to low and assigned to one of four categories, as outlined below

Category	Express Service Composite Score	Modification/Enhancement Action Recommendations
Exceed	> 1.25 of score average	Routes that have very high performance may benefit from a review to identify additional needs. Actions considered include service/schedule change, increased frequency, or creation of new route.
Pass	.75 to 1.25 of score average	Routes that have average to high performance require no active monitoring from the Agency.
Watch	.50 to .75 of score average	Routes that have below average performance require remedial monitoring and review to determine segments or service scheduling that may be unproductive. Actions considered may include restructuring of service, schedule and/or route adjustments, merging of routes, marketing, and park-and-ride coordination.
Fail	< .50 of score average	Routes that are candidates for elimination. Discontinuing a route indicates that all actions have been implemented and the route was unable to obtain acceptable levels of service utilization.

- 7.03 A route shall be given 12-18 months to mature its ridership base, which is to be defined as the maturity period. If within that time period a newly-established route is found to be within the "Exceed" or "Pass" categories, then the route shall be reviewed according to the suggested restructuring actions within that category. If within that time period the newly-established route falls within the "Watch" or "Fail" categories, all restructuring actions, excepting service elimination, may be considered.

8.0 Recommended Timeline for Modification/Enhancement Actions

- 8.01 Recommended timelines to improve the operational management of high- and low-performing express bus routes are as follows:
- For all express bus routes that fall into the "Exceed" category on a quarterly basis, the route shall be considered for modification/enhancement actions as indicated in Section 7.0.
 - The Agency shall have the discretion to make operational adjustments and changes for express bus routes that fall into the "Pass" category, if and as

necessary, to help improve service efficiency and productivity (e.g., trip level load factor evaluation).

- For all express bus routes that fall into either the "Watch" or "Fail" category on a quarterly basis, a restructuring action plan shall be determined by the Agency and approved by the Department.
 - It is recommended that express bus routes that fall under the "Watch" category for at least two (2) consecutive quarters shall be subject to the following restructuring actions at any point at the discretion of the Agency: 1) Route realignment, which may include addition or removal of stops, change in origin-destination, and/or other changes, 2) promotion/marketing of service.
 - For express bus routes that fall under the "Fail" category for at least four (4) quarters within a two-year period, it is recommended that the Agency consider the following restructuring actions: 1) restructuring of service, 2) merging of routes, or 3) other similar actions.
 - For express bus routes that fall under the "Fail" category for at least six (6) quarters within a two-year period, except newly-established routes still within the maturity period, it is recommended that the Agency consider the following corrective action: 1) service elimination. Should a route be terminated, a Transportation Demand Management (TDM) plan should be implemented by the Department in coordination with the Agency that identifies other alternative transit and/or TDM options to the affected riders.

8.02 Each agency should be aware of the route performance in each of the metrics that comprise the express route composite score. If data from one or more of the performance metrics indicates a need for service adjustments or enhancements then the Agency should discuss with the Department to make a determination whether to implement service changes; even if the express route composite score indicates a 'passing' score.

8.03 The Department reserves the right to alter express bus service, up to and including termination, should it be deemed necessary, in consultation with the Agency.