

Indian River County Grant Contract Subrecipient Award

This Grant Contract (Contract) entered into effective this 6th day of October 2020, by and between Indian River County, a political subdivision of the State of Florida, 1801 27th Street, Vero Beach FL, 32960 (County) and Senior Resource Association- SRA (Subrecipient), 694 14th Street, Vero Beach, FL, 32960, 167981612, for providing and administering mass transit service for Indian River County.

Background Recitals

- A. The County received the award (Exhibit A) from the Federal Transit Administration (FTA) and Florida Department of Transportation (FDOT) on the Award Date (Exhibit A).
- B. The Award is for planning, acquisition, construction, improvement and operating costs of facilities, equipment, and capital maintenance items used in public transportation.
- C. The Federal Award Identification Number ("FAIN") for the Award, if applicable, is listed in Exhibit A.
- D. The Catalog of Federal Domestic Assistance (CFDA) Number and Catalog of State Domestic Assistance (CFSA) Number for the Award, if applicable, is listed in Exhibit A. The total dollar amount made available under the Award is \$7,670,591.
- E. The indirect cost rate for the Award, including if the de minimis rate is charged, per federal regulations is based upon the County approved indirect cost allocation plan.
- F. The Subrecipient, by submitting a proposal to the County, has applied for a grant of money (Grant) for the Grant Period (as such term is hereinafter defined) on the terms and conditions set forth herein.
- G. The County has agreed to provide such Grant funds to the Subrecipient for the Grant Period (as such term is hereinafter defined) on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

- 1. Background Recitals: The background recitals are true and correct and form a material part of this Contract.
- 2. Purpose of Grant: The Grant shall be used only for the purposes set forth in the complete proposal submitted by the Subrecipient and incorporated herein by this reference (Exhibit B).
- 3. Research and Development: The award under this Contract is not for research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.
- 4. Term: The Subrecipient acknowledges and agrees that the Grant is limited to the fiscal year(s) listed in Exhibit A (Grant Period).

5. Grant Funds and Payment: The approved Grant for the Grant Period is \$7,670,591. (Exhibit A). The amount of federal funds obligated under this Contract by the County to the Subrecipient is \$6,639,774 (Exhibit A). The County agrees to reimburse the Subrecipient from such Grant funds for actual documented costs incurred for Grant Purposes provided in accordance with this Contract. Reimbursement requests may be made no more frequently than monthly. Each reimbursement request shall contain the information, at a minimum, that is set forth in Exhibit "C" attached hereto and incorporated herein by this reference. All reimbursement requests are subject to audit by the County. In addition, the County may require additional documentation of expenditures, as it deems appropriate.
6. Indirect costs: Subrecipient is permitted to charge an indirect cost rate of 0% to the federal award because indirect costs are charged directly through an approved indirect cost allocation plan. (The rate shall be based on either the County's federally negotiated indirect cost rate or, if no such rate has been obtained, a fixed rate of 10% of modified total direct costs).
7. Additional Obligations of Subrecipient.

7.1 Records: The Subrecipient shall maintain adequate internal controls in order to safeguard the Grant. In addition, the Subrecipient shall maintain adequate records fully to document the use of the Grant funds for at least three (3) years after the expiration of the Grant Period. The County and its auditors shall have access to all books, records, documents and financial statements as required by the County to meet federal requirements or by this Section for the purpose of inspection or audit during normal business hours at the County's expense, upon five (5) days prior written notice.

7.2 Compliance with Laws: The Subrecipient shall comply at all times with all applicable federal, state, and local laws, rules, and regulations, including Title 2 US Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards* (Uniform Guidance), Florida Statutes, Chapter 10.550, *Rules of the Auditor General*, and the terms and conditions of the Award.

7.3 Quarterly Performance Reports: The Subrecipient shall submit quarterly, cumulative, Performance Reports to the Metropolitan Planning Organization Department of the County within thirty (30) business days following: December 31, March 31, June 30, and September 30. These reports should include but not limited to grant expenses and other statistics as required by the grant during the quarter, and the progress the agency has made toward meeting their goals and objectives as they stated in their RFP response.

7.4 Audit Requirements: If Subrecipient receives \$100,000 or more in the aggregate from all Indian River County government funding sources, the Subrecipient is required to have an audit completed by an independent certified public accountant at the end of the Subrecipient's fiscal year. Within 180 days of the end of the Subrecipient's fiscal year, the Subrecipient shall submit the audit to the Indian River County Office of Management and Budget. The fiscal year will be as reported on the application for funding, and the Subrecipient agrees to notify the County prior to any change in the fiscal period of Subrecipient. The Subrecipient acknowledges that the County may deny funding to any Subrecipient if an audit required by this Contract for a prior fiscal year is past due and has not been submitted within the 180 day period.

7.4.1 The Subrecipient further acknowledges that, promptly upon receipt of a qualified opinion from their independent auditor, such qualified opinion shall immediately be provided to the Indian River County Office of Management and Budget. The qualified opinion shall thereupon be reported to the Board of County Commissioners and funding under this Contract will cease immediately. The foregoing termination right is in addition to any other right of the County to terminate this Contract.

7.4.2 The Indian River County Office of Management and Budget reserves the right at any time to send a letter to the Subrecipient requesting clarification if there are any questions regarding a part of the financial statements, audit comments, or notes.

7.5 Insurance Requirements: Subrecipient shall, no later than October 1, 2020, provide to the Indian River County Risk Management Division a certificate or certificates issued by an insurer or insurers authorized to conduct business in Florida that is rated not less than category A-: VII by A.M. Best, subject to approval by Indian River County's risk manager, of the following types and amounts of insurance:

(i) Commercial General Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage, including coverage for premises/operations, products/completed operations, contractual liability, and independent contractors;

(ii) Business Auto Liability Insurance in an amount not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverage for owned autos and other vehicles, hired autos and other vehicles, non-owned autos and other vehicles; and

(iii) Workers' Compensation and Employer's Liability (current Florida statutory limit); and

(iv) In the event that children are supervised, Sexual Molestation Liability Insurance in an amount not less than \$1,000,000 each occurrence/claim.

7.6 Insurance Administration: The insurance certificates, evidencing all required insurance coverages shall be fully acceptable to County in both form and content, and shall provide and specify that the related insurance coverage shall not be cancelled without at least thirty (30) calendar days prior written notice having been given to the County. In addition, the County may request such other proofs and assurances as it may reasonably require that the insurance is and at all times remains in full force and effect. Subrecipient agrees that it is the Subrecipient's sole responsibility to coordinate activities among itself, the County, and the Subrecipient's insurer(s) so that the insurance certificates are acceptable to and accepted by County within the time limits set forth in this Contract. The County shall be listed as an additional insured on all insurance coverage required by this Contract, except Workers' Compensation insurance. The Subrecipient shall, upon ten (10) days' prior written request from the County, deliver copies to the County, or make copies available for the County's inspection at Subrecipient's place of business, of any and all insurance policies that are required in this Contract. If the Subrecipient fails to deliver or make copies of the policies available to the County; fails to obtain replacement insurance or have previous insurance policies reinstated or renewed upon termination or cancellation of existing required coverages; or fails in any other regard to obtain coverages sufficient to meet the terms and conditions of this Contract, then the County may, at its sole option, terminate this Contract.

7.7 Indemnification: The Subrecipient shall indemnify and save harmless the County, its agents, officials, and employees from and against any and all claims, liabilities, losses, damage, or causes of action which may arise from any misconduct, negligent act, or omissions of the Subrecipient, its agents, officers, or employees in connection with the performance of this Contract.

7.8 Public Records: The Subrecipient agrees to comply with the provisions of Chapter 119, Florida Statutes (Public Records Law). Specifically, the Subrecipient shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service.
- (2) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in chapter 119 or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Subrecipient upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

Failure of the Subrecipient to comply with these requirements shall be a material breach of this Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(772)226-1424

PUBLICRECORDS@IRCGOV.COM

Indian River County of the County Attorney

1801 27th Street

Vero Beach, FL 32960

8. Termination: This Contract may be terminated by either party, without cause, upon thirty (30) days prior written notice to the other party. In addition, the County may terminate this Contract for convenience upon ten (10) days prior written notice to the Subrecipient if the County determines that such termination is in the public interest.
9. Notice and Contact Information: Except as otherwise provided in this Contract, any notice required pursuant to this Contract from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, the representatives of the County and Subrecipient are:

County: Kristin Daniels, Budget Director
Indian River County
1801 27th Street
Building A
Vero Beach, FL 32960

Subrecipient: Karen Deigl, President/CEO
Senior Resource Association
694 14th Street
Vero Beach, FL 32960

10. Availability of Funds: The obligations of the County under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Indian River County.
11. Standard Terms: This Contract is subject to the standard terms attached hereto as Exhibit D and incorporated herein in its entirety by this reference.
12. Sovereign Immunity: Nothing herein shall constitute a waiver of the County's sovereign immunity.

IN WITNESS WHEREOF, County and Subrecipient have entered into this Contract on the date first above written.

INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Commissioner Susan Adams, Chairman

Attest: Jeffrey R Smith, Clerk of Courts & Comptroller

By: _____
Deputy Clerk

Approved as to form and legal sufficiency:

Approved: _____
Jason Brown, County Administrator

Dylan Reingold, County Attorney

SUBRECIPIENT:

By: 
Agency Name: Senior Resource Association
Karen Deigl, President/CEO

EXHIBIT A

**Indian River County BOCC
SRA Related Grants**

<u>Description/Grant Name</u>	<u>State Award ID # Federal Award ID #</u>	<u>CSFA# CFDA#</u>	<u>Amount</u>	<u>Award Date</u>	<u>Grant Period</u>
State Grants:					
FDOT Service Development Grant	G1M90	55.012	\$ 450,000	06/10/20	06/10/20-05/31/22
FDOT Public Transportation Block Grant	G1F69	55.010	580,817	11/26/19	11/26/19-12/31/24
Total State Grants			\$ 1,030,817		
Federal Grants:					
FDOT Section 5311 Funding Assistance	G1F64	20.509	\$ 76,178	11/27/19	11/27/19-12/31/24
FDOT Section 5311 Funding Assistance - Cares Act	G1L75	20.509	246,951	06/12/20	06/12/20-06/30/23
FTA Section 5307 - Cares Act	FL-2020-075-00	20.507	6,316,645	07/15/20	07/15/20-03/30/26
Total Federal Grants			\$ 6,639,774		
Total of All Awards			\$ 7,670,591		

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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)): the provision of operating funds for a paratransit transition pilot

B. Project Location (limits, city, county, map): Indian River County, FL

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): "Service Development Projects specifically include projects involving the use of new technologies, services, routes, or vehicle frequencies; the purchase of special transportation services, and other such techniques for increasing service to the riding public as are applicable to specific localities and transit user groups. Projects involving the application of new technologies or methods for improving operations, maintenance, and marketing in public transit systems can be funded through the Service Development program. Eligible capital costs are any costs that would be defined as capital costs by the Federal Transit Administration. Examples would include, but not be limited to: the acquisition of buses for fleet and service expansions; transfer facilities; intermodal terminals and park and ride facilities; and passenger amenities, such as passenger shelters and bus stop signs. Eligible net operating costs are all operating costs of a project, less any federal funds, fares, or other sources of income to the project."

D. Deliverable(s): transit service

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): candy, alcohol, decorations, greeting-cards, lobbying, personal cell phone, office parties, entertainment, food, fans, coffee pots, portable heaters, refrigerators, microwave ovens, congratulatory telegrams, refreshments, banquets, catering, gifts, flowers, or promotional items.

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
443922-1-84-01	DPTO	088774	2019	751000	55.012	Public Transit Service Development	\$450,000
	Local						\$450,000
Total Financial Assistance							\$900,000

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

Budget Categories	State	Local	Federal	Total
<i>Operations (Transit Only) *</i>				
Salaries	\$0	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0	\$0
Contractual Services	\$450,000	\$450,000	\$0	\$900,000
Travel	\$0	\$0	\$0	\$0
Other Direct Costs	\$0	\$0	\$0	\$0
Indirect Costs	\$0	\$0	\$0	\$0
Totals	\$450,000	\$450,000	\$0	\$900,000

* 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.

Jayne A. Pietrowski

Department Grant Manager Name

Signature

Date

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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)): To Provide block grant funding for operating assistance to Indian River County for its urbanized area public transportation.

B. Project Location (limits, city, county, map): Indian River County BOCC/Vero Beach, FL/Indian River

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): To Provide block grant funding for operating assistance to Indian River County for its urbanized area public transportation.

D. Deliverable(s): 1) Submit a copy of the national Transit Data Base (Section 5335) report submitted to FTA or FTA acknowledgement letter as soon as available.

2) Submit for approval the performance measure identified in Table A-1 Required Performance Measure for Newspaper Publication of FDOT Procedure 725-030-030 each year, as identified below:

Passenger Trips

Revenue Miles

Total Operating Revenue

Operating Revenue

Vehicles Operating in Maximum Service

Base Fare

Revenue Miles Between Vehicle Systems Failures

Days/Hours Service is Available

Operating Expense per Passenger Trip

3) Submit the publisher's affidavit from newspaper covering the transit service area that the performance measures identified in Table A-1 Required Performance Measure for Newspaper Publication of FDOT Procedure 725-030-030 were published each year after the Department written approval.

4) Submit a copy of the Transit Development Plan (TDP) annual progress report or updates each year

5) Submit quarterly progress reports via TransCIP, the web-based state grant management software, by logging into <http://www2.transcip.com>

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6) Submit an invoice on the project at least every quarter or they may specify in an email to the Department Project Manager. The email must be provided in the invoice packet provide to the department. The Agency shall upload a copy of invoice to TransCIP and email the original to D4OMDID@dot.state.fl.us for processing.

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): candy, alcohol, decorations, greeting cards, lobbying, personal cell phones, office parties, entertainment, food, fans, coffee pots, portable heaters, refrigerators, microwave ovens, congratulatory telegrams, refreshments, banquets, catering, gifts/flowers, promotional items.

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
407190-5-84-01	DPTO	088774	2020	751000	55.010	Public Transit Block Grant Program	\$580,817
407190-5-84-01	LF	088774	2020	751000	55.010	Public Transit Block Grant Program	\$580,817
Total Financial Assistance							\$1,161,634

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

Budget Categories <i>Operations (Transit Only) *</i>	State	Local	Federal	Total
Salaries	\$551,533	\$551,533	\$0	\$1,103,066
Fringe Benefits	\$27,455	\$27,455	\$0	\$54,910
Contractual Services	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0
Other Direct Costs	\$1,829	\$1,829	\$0	\$3,658
Indirect Costs	\$0	\$0	\$0	\$0
Totals	\$580,817	\$580,817	\$0	\$1,161,634

* 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.

Paula Scott

Department Grant Manager Name

Signature

Date

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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)): 5311 funding for operating assistance to Indian River County BOCC for its non-urbanized area public transportation.

B. Project Location (limits, city, county, map): Indian River County MPO/Vero Beach, FL/Indian River

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Transfer funding from the Federal Transit Administration's to Subrecipient for the activities listed in attached budget and in the approved Subrecipient grant application.

Regular service hours will remain Monday through Friday from 8:00 a.m. through 5:00 p.m., except holidays, for which we provide limited service. Our dispatch operation opens at 4:30 a.m. and closes at 7:00 p.m. or after the last driver is done and has returned to the yard. Our program provides origin to destination (door-to-door) paratransit service to enhance the mobility of residents in the rural areas of our county. The service will provide users various types of trips to include, but not limited to, medical and life-sustaining appointments, their nutritional needs, employment related services and for recreation.

D. Deliverable(s): 1. Submit quarterly progress reports via TransCIP, the web-based state grant management software, by logging into <http://www2.transcip.com>.

2. Submit an invoice on the project at least every quarter or they may specify in an email to the Department Project Manager. The email must be provided in the invoice packet provide to the department. The Agency shall upload a copy of invoice to TransCIP and email the original to D4OMDID@dot.state.fl.us for processing.

3. The Agency shall upload the annual farebox report to TransCIP under the Library tab to the Agency's Fare Box Documents.

4. The Agency shall submit DBE reports via TransCIP semiannually.

5. Funds shall be used for public transit service in non-urbanized areas. For agencies whose service areas include both urbanized and non-urbanized areas, special care shall be taken to ensure funding is not inappropriately applied to urbanized area service. Agencies must develop a method of allocating costs between urbanized and non-urbanized area service. This can be based on passengers, route maps, or other records or methods.

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

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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): candy, alcohol, decorations, greeting cards, lobbying, personal cell phones, office parties, entertainment, food, fans, coffee pots, portable heaters, refrigerators, microwave ovens, congratulatory telegrams, refreshments, banquets, catering, gifts/flowers, promotional items.

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
407182-3-84-01	DU	088774	2020	780000	20.509	Formula Grants for Rural Areas	\$76,178
407182-3-84-01	LF	088774	2020	780000	20.509	Formula Grants for Rural Areas	\$76,178
Total Financial Assistance							\$152,356

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

Budget Categories	State	Local	Federal	Total
<i>Operations (Transit Only) *</i>				
Salaries	\$0	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0	\$0
Contractual Services	\$0	\$76,178	\$76,178	\$152,356
Travel	\$0	\$0	\$0	\$0
Other Direct Costs	\$0	\$0	\$0	\$0
Indirect Costs	\$0	\$0	\$0	\$0
Totals	\$0	\$76,178	\$76,178	\$152,356

* 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.

Paula Scott

Department Grant Manager Name

Signature

Date

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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)): provision of CARES Act 5311 funding for COVID-19 related operating assistance to Indian River County BOCC for its non-urbanized area public transportation.

B. Project Location (limits, city, county, map): Indian River County MPO/Vero Beach, FL/Indian River

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): The CARES Act provides funds to agencies to prevent, prepare for, and respond to COVID-19. This project will support non-urbanized public transportation services related to preventing, preparing for, and responding to COVID-19. Eligible COVID-19 related expenses incurred on or after January 20, 2020 are billable towards this agreement.

D. Deliverable(s):

- 1) Refer to Exhibit E and Exhibit F of PTGA.
- 2) Comply with Transparency Act, where applicable.
- 3) Recipients providing fixed-route service can segregate urbanized and non-urbanized miles based on route maps and allocate system-wide costs accordingly. Drivers' logs can be maintained to segregate mileage or hours inside and outside the urbanized area.
- 4) Certification verifying adoption of a System Safety Program Plan.
- 5) Quarterly reports submitted with invoices.
- 6) Submit invoice every three (3) months, at minimum.
- 7) Ensure that funds are used to prevent, prepare for, and respond to COVID-19.
- 8) If the Grantee does not show a steady use of the funds, the Department will consider closing the PTGA and reallocating the amount available for the Grantee's use.

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): candy, alcohol, decorations, greeting cards, lobbying, personal cell phones, office parties, entertainment, food, fans, coffee pots, portable heaters, refrigerators, microwave ovens, congratulatory telegrams, refreshments, banquets, catering, gifts/flowers, promotional items.

F. Transit Operating Grant Requirements (Transit Only):

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

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
407182-3-84-01	DUCA	088774	2020	780000	20.509	Formula Grants for Rural Areas	\$246,951
Total Financial Assistance							\$246,951

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

Budget Categories	State	Local	Federal	Total
<i>Operations (Transit Only) *</i>				
Salaries	\$0	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0	\$0
Contractual Services	\$0	\$0	\$246,951	\$246,951
Travel	\$0	\$0	\$0	\$0
Other Direct Costs	\$0	\$0	\$0	\$0
Indirect Costs	\$0	\$0	\$0	\$0
Totals	\$0	\$0	\$246,951	\$246,951

* 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.

Paula Scott

Department Grant Manager Name

Signature

Date

Application

Federal Award Identification Number (FAIN)	5630-2020-2
Temporary Application Number	5630-2020-2
Application Name	CARES Act 5307 Operating; Sebastian-Vero Beach UZA
Application Status	In-Progress
Application Budget Number	0

Period of Performance Start Date	N/A
Original Period of Performance End Date	N/A
Current Period of Performance End Date	N/A Revision #: N/A

Part 1: Recipient Information

Name: INDIAN RIVER, COUNTY OF

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
5630	County Agency	INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS	079208989

Location Type	Address	City	State	Zip
Headquarters	1800 27TH St Bldg B	Vero Beach	FL	32960
Physical Address	1800 27TH ST BLDG B	VERO BEACH	FL	32960
Mailing Address	1801 27TH STREET	VERO BEACH	FL	32960

Union Information

There are no union contacts for this application

Part 2: Application Information

Title: CARES Act 5307 Operating; Sebastian-Vero Beach UZA

FAIN	Application Status	Application Type	Date Created	Last Updated Date	From TEAM?
5630-2020-2	In-Progress	Grant	6/8/2020	6/8/2020	No

Application Executive Summary

This FY 2020 5307 grant provides operating assistance from the CARES Act for public transportation in Indian River County, which consists of the GoLine fixed route system and the Community Coach demand response service. The total eligible cost is \$6,316,645, of which the federal share is \$6,316,645.

Frequency of Milestone Progress Reports (MPR)

No Selection Made

Frequency of Federal Financial Reports (FFR)

No Selection Made

Does this application include funds for research and/or development activities?

This award does not include research and development activities.

Pre-Award Authority

This award is using Pre-Award Authority.

Does this application include suballocation funds?

Recipient organization is directly allocated these funds and is eligible to apply for and receive these funds directly.

Will this Grant be using Lapsing Funds?

No Selection Made

Will indirect costs be applied to this application?

This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review

No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Application Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
Brian	Freeman	Senior Transportation Planner	bfreeman@ircgov.com	772-226-1990

Application Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	\$6,316,645
Local			\$0
Local/In-Kind			\$0
State			\$0

State/In-Kind	\$0
Other Federal	\$0
Transportation Development Credit	\$0
Adjustment	\$0
Total Eligible Cost	\$6,316,645

Application Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
5630-2020-2-P1	114-00 (114-) BUS: SUPPORT EQUIP AND FACILITIES	\$63,166.00	\$0.00	\$63,166.00	0
5630-2020-2-P1	11.42.09 ACQUIRE - MOBILE SURV/SECURITY EQUIP	\$63,166.00	\$0.00	\$63,166.00	0
5630-2020-2-P1	300-00 (300-) OPERATING ASSISTANCE	\$6,253,479.00	\$0.00	\$6,253,479.00	0
5630-2020-2-P1	30.09.08 EMER RELIEF - OPERATING ASSIST - 100% Fed Share	\$6,253,479.00	\$0.00	\$6,253,479.00	0

EXHIBIT C

[From policy adopted by Indian River County Board Of County Commissioners on February 19, 2002]

“D. Nonprofit Agency Responsibilities After Award of Funding

Indian River County provides funding to all nonprofit agencies on a reimbursement basis only.

All reimbursable expenses must be documented by an invoice and/or a copy of the canceled check. Any expense not documented properly to the satisfaction of the Office of Management & Budget and/or the County Administrator may not be reimbursed.

If an agency repeatedly fails to provide adequate documentation, this may be reported to the Board of Commissioners. In the event an agency provides inadequate documentation on a consistent basis, funding may be discontinued immediately. Additionally, this may adversely affect future funding requests.

Expenditures may only be reimbursed from the fiscal year for which funding was awarded. For example, no expenditures prior to October 1st may be reimbursed with funds from the following year. Additionally, if any funds are unexpended at the end of a fiscal year, these funds are not carried over to the next year unless expressly authorized by the Board of Commissioners.

All requests for reimbursement at fiscal year end (September 30th) must be submitted on a timely basis. Each year, the Office of Management & Budget will send a letter to all nonprofit agencies advising of the deadline for reimbursement requests for the fiscal year. This deadline is typically early to mid October, since the Finance Department does not process checks for the prior fiscal year beyond that point.

Each reimbursement request must include a summary of expenses by type. These summaries should be broken down into salaries, benefits, supplies, contractual services, etc. If Indian River County is reimbursing an agency for only a portion of an expense (e.g. salary of an employee), then the method for this portion should be disclosed on the summary. The Office of Management & Budget has summary forms available.

Indian River County will not reimburse certain types of expenditures. These expenditure types are listed below.

- a. Travel expenses for travel outside the County including but not limited to; mileage reimbursement, hotel rooms, meals, meal allowances, per Diem, and tolls. Mileage reimbursement for local travel (within Indian River County) is allowable.
- b. Sick or Vacation payments for employees. Since agencies may have various sick and vacation pay policies, these must be provided from other sources.
- c. Any expenses not associated with the provision of the program for which the County has awarded funding.
- d. Any expense not outlined in the agency's funding application.

The County reserves the right to decline reimbursement for any expense as deemed necessary.”

EXHIBIT D

STANDARD TERMS FOR GRANT CONTRACT

1. Venue; Choice of Law: The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida, only. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Contract, or any breach hereof, as well as any litigation between the parties, shall be Indian River County, Florida for claims brought in state court, and the Southern District of Florida for those claims justifiable in federal court.
2. Entirety of Agreement: This Contract incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Contract that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms and conditions contained herein shall be effective unless contained in a written document signed by both parties.
3. Severability: In the event any provision of this Contract is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Contract, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law. To that extent, this Contract is deemed severable.
4. Captions and Interpretations: Captions in this Contract are included for convenience only and are not to be considered in any construction or interpretation of this Contract or any of its provisions. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.
5. Independent Contractor: The Subrecipient is and shall be an independent contractor for all purposes under this Contract. The Subrecipient is not an agent or employee of the County, and any and all persons engaged in any of the services or activities funded in whole or in part performed pursuant to this Contract shall at all times and in all places be subject to the Subrecipient's sole direction, supervision, and control.
6. Assignment: This Contract may not be assigned by the Subrecipient without the prior written consent of the County.