

Indian River County Grant Contract Subrecipient Award

This Grant Contract entered into and effective this September 12, 2023, 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, for providing and administering mass transit service for Indian River County.

Background Recitals

- A. The County received grants (see attached list) - Exhibit A (Award) from the Federal Transit Administration (FTA) and the Florida Department of Transportation (FDOT) on the Award Date listed in 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 Assistance Listing Number (ALN) and Catalog of State Finance Assistance Number (CSFA) for the Award, if applicable, is listed in Exhibit A. The total dollar amount made available under the Award is \$4,415,080.
- 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 \$4,415,080. (Exhibit A). The amount of federal funds obligated under this Contract by the County to the Subrecipient is \$3,804,712 (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.

Subrecipient is registered with and will use the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S. Subrecipient is also responsible for obtaining proof of E-Verify registration and utilization, in the form of an affidavit, for all subcontractors.
 - 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. The Office of Management and Budget may extend the 180 day audit submittal requirement, based upon a written request justifying the extension and if deemed to be in the best interest of the County. The extension will typically not exceed the three (3) months from the original due date. If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient's fiscal period, a single audit must be conducted for that fiscal period in accordance with the compliance requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

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 each year, 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. All such insurance shall provide a waiver of subrogation in favor of the County; and be primary and without contribution from the County or its insurance carrier. 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.

- 7.9 Cooperation: The Subrecipient, its directors, managers, employees, and volunteers shall cooperate with any requests for information relating to this Contract and the services and programs provided under this Contract by the County or Clerk of Circuit Court & Comptroller. Cooperation shall include, but is not limited to, providing records, answering questions, and participating in interviews by County or Clerk of Circuit Court & Comptroller staff.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'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

Office of the County Attorney

1801 27th Street

Vero Beach, FL 32960

8. Termination: Termination in regards to F.S. 287.135: Subrecipient certifies that it and those related entities of Subrecipient as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, Subrecipient certifies that it and those related entities of Subrecipient as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

Owner may terminate this Contract if Subrecipient is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

Owner may terminate this Contract if Subrecipient, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

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 Joseph H. Earman, Chairman

Attest: Ryan L. Butler, Clerk of Circuit Court & Comptroller

By: _____
Deputy Clerk

Approved as to form and legal sufficiency:

Approved: _____
John A. Titkanich, Jr., County Administrator

William K. DeBraal, County Attorney

SUBRECIPIENT:

By: 

Karen Deigl, President/CEO

Agency Name: Senior Resource Association

Indian River County BOCC
SRA Related Grants

EXHIBIT A

<u>Description/Grant Name</u>	<u>State Award ID Federal Award ID</u>	<u>CSFA ALN</u>	<u>Amount</u>	<u>Award Date</u>	<u>Grant Period</u>
State Grants:					
FDOT Public Transportation Block Grant	G2F87	55.010	\$ 610,368	01/17/23	01/17/2023-06/30/2026
Total State Grants			<u>610,368</u>		
Federal Grants:					
FTA Section 5307 Grant	FL-2022-055-00	20.507	3,804,712	09/16/22	09/19/2022-03/30/2031
Total Federal Grants			<u>3,804,712</u>		
Total of All Awards			<u>\$ 4,415,080</u>		

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Financial Project Number(s): <small>(Item-segment-phase-sequence)</small> 407190-5-84-01	Fund(s): Work Activity Code/Function:	DPTO, LF 215	FLAIR Category: 088774 Object Code: 751000
	Federal Number/Federal Award Identification Number (FAIN) – Transit only:		Org. Code: 55042010429 Vendor Number: F596000674040
Contract Number: G2F87	Federal Award Date:		
CFDA Number: N/A	Agency SAM/UEI Number:		
CFDA Title: N/A			
CSFA Number: 55.010			
CSFA Title: Public Transit Block Grant Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into 1/17/2023 | 8:38 AM EST, by and between the State of Florida, Department of Transportation, ("Department"), and Indian River County BOCC, ("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) 341.052, 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 providing Block Grant funding for operating assistance to Indian River County BOCC for its urbanized area public transportation, 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 B3: Alternative Advanced Pay (Transit Bus Program)
- *Exhibit C: Terms and Conditions of Construction
- Exhibit D: Agency Resolution
- Exhibit E: Program Specific Terms and Conditions
- Exhibit F: Contract Payment Requirements

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- *Exhibit G: Audit Requirements for Awards of State Financial Assistance
 *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
 *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
 *Additional Exhibit(s):

*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 June 30, 2026. 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. Notwithstanding any other provision of this Agreement, 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.

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- 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.

9. Project Cost:

- a. The estimated total cost of the Project is \$1,220,736. 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 \$610,368 and, the Department's participation in the Project shall not exceed 50.00% 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

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Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, 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 thirty (30) 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.

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- 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 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**

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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 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

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and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

- 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

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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.

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

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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 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.

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- 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 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:

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- 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 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

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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 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.

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- 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.
- 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. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **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, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

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- 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, the Agency shall indemnify, defend, 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. 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, defend, and hold harmless the Agency and 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 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."

- 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

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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 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.

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- 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.
- 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 Indian River County BOCC

DocuSigned by:
STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Steven C. Braun, P.E.

By: 86FB79A8F1EF4EE...

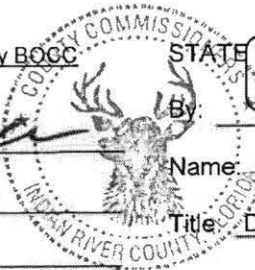
By: *Joseph Earman*

Name: Steven C. Braun, P.E.

Name: Joseph Earman

Title: Director of Transportation Development

Title: Chairman



STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review:
DocuSigned by:

Francine Steelman

43DE6BB3D38F464...

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: *Alan Reingold*

ALAN REINGOLD
COUNTY ATTORNEY

Attest: Jeffrey R. Smith, Clerk of
Circuit Court and Comptroller

By: *Mauna James*
Deputy Clerk

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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)): providing Block Grant funding for operating assistance to Indian River County BOCC 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):

- 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) A copy of the most recent active CTC agreement.

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

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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>

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 phone, office patties, 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. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

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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	2023	751000	55.010	Public Transit Block Grant Funding	\$610,368.00
407190-5-84-01	LF	088774	2023	751000	55.010	Public Transit Block Grant Funding	\$610,368.00
Total Financial Assistance							\$1,220,736.00

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

Budget Categories <i>Operations (Transit Only) *</i>	State	Local	Federal	Total
Salaries	\$0	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0	\$0
Contractual Services	\$610,368	\$610,368	\$0	\$1,220,736
Travel	\$0	\$0	\$0	\$0
Other Direct Costs	\$0	\$0	\$0	\$0
Indirect Costs	\$0	\$0	\$0	\$0
Totals	\$610,368	\$610,368	\$0	\$1,220,736

* 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.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
--	--

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

1/10/2023 | 11:57 AM EST

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Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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**EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT
(For State Block Grant Only)**

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 341.052, F.S.
2. **Eligibility.** The Department shall provide block grant funds for eligible capital and operating costs of public bus transit and local public fixed guideway projects. Eligibility of this Agency to receive grant funding is provided in Section 341.052(1), F.S., and Sections 5307 and 5311 of the Federal Transit Act, 49 U.S.C. 5307, and 49 U.S.C. 5311 respectively.
 - a) Eligible transit capital costs means any costs that would be defined as capital costs by the Federal Transit Administration.
 - b) Eligible transit operating costs are the total administrative, management, and operation costs directly incident to the provision of public bus transit services, excluding any depreciation or amortization of capital assets.
3. **Local Revenue Limits.** Block grant funds shall not exceed local revenue during the term of this Agreement. Local revenue is defined as the sum of money received from local government entities to assist in paying transit operation costs, including tax funds, and revenue earned from fare box receipts, charter service, contract service, express service and non - transportation activities.
4. **Supplanting Local Tax Revenue.** Block grant funds shall not supplant local tax revenues made available for operations in the year immediately preceding this Agreement.
5. **State Participation.** State participation in eligible public transit operating costs may not exceed fifty (50) percent of such costs or an amount equal to the total revenue, excluding farebox, charter, and advertising revenue and federal funds, received by the provider for operating costs, whichever amount is less.
6. **Required Budget.** The Agency shall provide the Department with two (2) copies of its most current adopted budget by March 1. Unless the adopted budget uses a format consistent with the National Transit Database (NTD) report, the copy provided to the Department will indicate how the projections for total local revenue, local tax revenue made available for operations, and depreciation and amortization costs, as they will appear in the NTD report, can be identified.
7. **Required Publication of Productivity and Performance Measures.** The Agency shall publish in the local newspaper of its area, in the format prescribed by the Department, the productivity and performance measures established for the transit providers most recently completed fiscal year and the prior fiscal year. This report shall be approved by the Department prior to its publication. This report shall be submitted to the Department no later than November 15 of each year, and published either by December 31 or no later than twenty-eight (28) calendar days of the Department's written approval of the report. The Agency shall furnish an affidavit of publication to the Department within twenty eight (28) calendar days of publication.
8. **Annual Plan or Update.** The Agency shall submit a Transit Development Plan (TDP) or annual update to the Department by September 1 of each year.
 - a) As a separate part of the transit development plan or annual report, the Agency will address potential enhancements to productivity and performance which would have the effect of increasing farebox ratio pursuant to Section 341.071(2), F.S.

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- b) A TDP shall conform to the requirements in Rule 14-73, available at:
<http://fac.dos.state.fl.us/faconline/chapter14.pdf>.

9. Safety Requirements. Mark the required Safety submittal or provisions for this Agreement if applicable:

Bus Transit System – In accordance with Section 341.061, F.S., and Rule 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 and Security Program Plan pursuant to Rule Chapter 14-90 and has performed annual safety inspections of all buses operated.

Fixed Guideway Transportation System (established) – In accordance with Section 341.061, F.S., the Agency shall submit, and the Department shall have on file, annual certification by the Agency of compliance with its System Safety and Security Program Plan, pursuant to Rule 14-15.017 and the "Safety and Security Oversight Program Standards Manual", DOT Topic Number 725-030-014.

Fixed Guideway Transportation System – This applies to New Starts projects and subsequent major projects to extend, rehabilitate, or modify an existing system, or to replace vehicles and equipment. In accordance with Section 341.061, F.S., the Agency shall submit a certification attesting to the adoption of a System Safety Program Plan pursuant to Rule 14-15.017 and the "Safety and Security Oversight Program Standards Manual", DOT Topic Number 725-030-014. Prior to beginning passenger service operations, the Agency shall submit a certification to the Department that the new start system or major modification to an existing system is safe for passenger service.

Not Applicable.

- 10. 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 Departmental programs.

- 11. Formula Information.** As authorized in Section 341.052, F.S., the annual appropriation in the program is divided by formula and then distributed to each eligible transit system. The formula described below is adjusted each year based on data received from the transit systems' federally required National Transit Data (NTD) report. A copy of the NTD report is required to be sent to the Department each year.

Distribution is accomplished through a multiple step process. 15% of the appropriation is given to the Commission for the Transportation Disadvantaged to be distributed to the Community Transportation Coordinators in accordance with Chapter 427, F.S. The remaining 85% is divided into three equal portions. Each eligible transit system gets a percentage of the first portion based on their percentage of total population served; the second portion is allocated based on their percentage of total revenue miles of service provided; and the third portion is allocated based on their percentage of total passengers carried. The total from all three portions is the total available allocation for each eligible transit system in the state.

-- End of Exhibit E --

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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 <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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: Public Transit Block Grant Program
CSFA Number: 55.010
***Award Amount:** \$610,368

*The award amount may change with amendments

Specific project information for CSFA Number 55.010 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 55.010 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>

RESOLUTION NO. 2022- 092

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY AUTHORIZING THE EXECUTION OF A PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION.

WHEREAS, funding under the Florida Public Transit Block Grant Program may be used as a portion of the required funding match for grants under 49 USC Ch. 53, Section 5307; and

WHEREAS, Indian River County intends to submit an FY 2022/23 application for funding assistance under 49 USC Section 5307, with the required funding match to come from local funds and an FY 2022/23 Florida Public Transportation Block Grant; and

WHEREAS, Indian River County is eligible to receive grant funding under Section 341.052(1), Florida Statutes, and under 49 USC Ch. 53, Section 5307 and 49 USC 1614; and

WHEREAS, the Florida Department of Transportation provides Public Transportation Block Grant funds to Indian River County to assist in the continuance and expansion of local public transportation services.

NOW, THEREFORE, BE IT RESOLVED BY THE INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS:

1. That the Chairman of the Indian River County Board of County Commissioners is authorized to execute a Public Transportation Grant Agreement with the Florida Department of Transportation to obtain FY 2022/23 Florida Public Transportation Block Grant funding to be used as a partial match for operating assistance as part of the County’s FY 2022/23 Section 5307 grant application.
2. That the Indian River County Community Development Director or his designee is authorized to furnish such additional information as the Florida Department of Transportation may require in connection with the County’s FY 2022/23 Public Transportation Block Grant.

THIS RESOLUTION was moved for adoption by Daryl Loar, and the motion was seconded by Joseph E. Flescher, and, upon being put to a vote, the vote was as follows:

Chair Joe Earman	<u>AYE</u>
Vice-Chair Susan Adams	<u>AYE</u>
Commissioner Joseph E. Flescher	<u>AYE</u>
Commissioner Daryl Loar	<u>AYE</u>
Commissioner Laura Moss	<u>AYE</u>

RESOLUTION NO. 2022-092

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of December, 2022.

**BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA**

By: *Joe Earman*
Joe Earman, Chair



Attest: Jeffrey R. Smith, Clerk of Court and Comptroller

By: *Shauna James*
Deputy Clerk

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in this State and County to take acknowledgments, personally appeared Joe Earman, as Chair of the Board of County Commissioners, and Shauna James, as Deputy Clerk, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

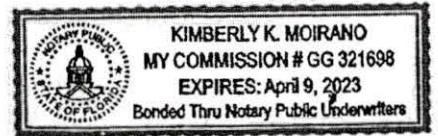
WITNESS my hand and official seal in the County and State last aforesaid this 6th day of December, 2022.

Kimberly K. Moirano
Notary Public

APPROVED AS TO LEGAL SUFFICIENCY

SEAL:

BY: *Dylan Reingold*
Dylan Reingold,
County Attorney



APPROVED AS TO COMMUNITY DEVELOPMENT MATTERS

BY: *Phil Matson*
Phil Matson, AICP, Director
Community Development Department

To: Paula.Scott@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL**

G2F87
12/27/2022

CONTRACT INFORMATION

Contract:	G2F87
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	INDIAN RIVER COUNTY BOCC
Vendor ID:	F596000674029
Beginning Date of This Agreement:	01/10/2023
Ending Date of This Agreement:	06/30/2026
Contract Total/Budgetary Ceiling:	ct = \$610,368.00
Description:	FY2023 Public Transit Block Grant Funding

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 12/27/2022

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55042010429
Expansion Option:	A1
Object Code:	751000
Amount:	\$610,368.00
Financial Project:	40719058401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2023
Budget Entity:	55100100
Category/Category Year:	088774/23
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$610,368.00

Award

Federal Award Identification Number (FAIN)	FL-2022-055-00
Temporary Application Number	5630-2022-1
Award Name	5307/5339 Capital and Operating Supergrant; Sebastian-Vero Beach UZA
Award Status	Active (Executed)
Award Budget Number	0

Period of Performance Start Date	9/19/2022	
Original Period of Performance End Date	3/30/2031	
Current Period of Performance End Date	3/30/2031	Revision #: 0

Part 1: Recipient Information

Name: INDIAN RIVER, COUNTY OF

Recipient ID	Recipient OST Type	Recipient Alias	UEI	DUNS
5630	County Agency	INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS	FB3SLJJZ38K9	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: Award Information

Title: 5307/5339 Capital and Operating Supergrant; Sebastian-Vero Beach UZA

FAIN	Award Status	Award Type	Date Created	Last Updated Date	From TEAM?
FL-2022-055-00	Active (Executed)	Grant	3/30/2022	3/30/2022	No

Award Executive Summary

Purpose: The purpose of this combined FY 2022 FTA section 5307/5339 supergrant is to provide capital assistance, operating assistance, ADA-paratransit operating assistance, and preventive maintenance for public transportation in Indian River County, which consists of the GoLine fixed-route system and the Community Coach demand-response service.

Activities to be performed: The activities will replace vehicles and equipment that have exceeded useful life requirements, acquire and construct bus shelters for fixed-route service, construct bus station improvements at the North County Hub, and perform monthly service and repairs for all vehicles. The activities are necessary to maintain a reliable public transportation system. Indian River County will ensure that all vehicles purchased are accessible, purchased from an FTA approved TVM, and reported to FTA within 30 days after contract is signed.

Expected outcomes: Funding will permit Indian River County to continue to provide safe and reliable public transportation service that has been impacted by multiple waves of the COVID-19 pandemic. Intended beneficiaries: Most riders are dependent on the GoLine and Community Coach to get to employment, school, medical, shopping, and tourism-related destinations.

Sub-recipient Activities: None

The total eligible cost is \$3,804,712. The federal share is \$3,804,712, which consists of \$3,348,741 in FTA Section 5307 funds, and \$455,971 in FY22 & FY21 FTA section 5339 capital bus replacement funds. Copies of the Florida Governor's Apportionment letters are attached for FY22 FTA Sec 5307, FY22 FTA Sec 5339, and FY21 FTA Sec 5339 programs.

This supergrant will consist of \$2,249,329 in capital expenditures and \$1,555,383 in operating expenditures. The nonfederal share of operating expenditures (50%) will be split between \$777,691.50 in FDOT grants and \$777,691.50 from Indian River County.

The Florida Department of Transportation has authorized toll revenue credits in the amount of \$562,333 in support of this application dated August 4, 2022 (**FDOT Toll Revenue Credit letter attached**). Of the toll revenue credit amount, \$448,340 supports the nonfederal share of 5307 capital expenditures. For the nonfederal share of FTA Section 5339 capital expenditures (bus replacement), \$59,395 in toll revenue credits was awarded in FY22, and \$54,598 was awarded in FY 21, with a total 5339 soft match of \$113,993.

In accordance with federal regulations, a public hearing was conducted on July 5, 2022 and advertised in advance.

The current FY22 FDOT STIP is attached.

5307 Capital Assistance is listed in item number/ FM# 407190-2. As required, 1% of the award has been allocated to security-related projects (see ALI 11.42.09). A copy of the FTA NEPA class of action for the transit hub/restroom is attached (in the Application Documents).

Indian River County will check the current listing of Transit Vehicle Manufacturers (TVM) (<https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-tvms-list>) to ensure each is listed as a certified TVM in compliance with FTA regulations.

Indian River County will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance).

Indian River County will ensure contractors procured will not be on the FTA Suspension and Debarment list.

Frequency of Milestone Progress Reports (MPR)

Quarterly

Frequency of Federal Financial Reports (FFR)

Quarterly

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 suballocated these apportioned funds and can apply for and receive these funds directly.

Will this Grant be using Lapsing Funds?

Yes, this Grant will use Lapsing Funds.

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.

Award Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
		michael.sherman@dot.gov	Community Planner	
		charles.chiu@dot.gov	General Engineer	
Jon	Howard	Senior Planner	jhoward@ircgov.com	(772) 226-1672

Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
----------------	--------------------	-------------	--------

5339 – Buses and Bus Facilities Formula	5339-1	20526	\$455,971
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$3,348,741
Local			\$777,691
Local/In-Kind			\$0
State			\$777,691
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$562,332
Adjustment			\$0
Total Eligible Cost			\$5,360,094

Award Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
FL-2022-055-01-00	117-00 (117-A8) OTHER CAPITAL ITEMS (BUS)	\$300,000.00	\$0.00	\$300,000.00	0
FL-2022-055-01-00	11.7C.00 NON FIXED ROUTE ADA PARATRANSIT SERVICE	\$300,000.00	\$0.00	\$300,000.00	0
FL-2022-055-01-00	300-00 (300-A7) OPERATING ASSISTANCE	\$1,555,383.00	\$1,555,382.00	\$3,110,765.00	0
FL-2022-055-01-00	30.09.01 UP TO 50% FEDERAL SHARE	\$1,555,383.00	\$1,555,382.00	\$3,110,765.00	0
FL-2022-055-02-00	111-00 (111-A2) BUS - ROLLING STOCK	\$444,029.00	\$0.00	\$444,029.00	3
FL-2022-055-02-00	11.12.03 BUY REPLACEMENT 30-FT BUS	\$444,029.00	\$0.00	\$444,029.00	3
FL-2022-055-02-00	114-00 (114-A3) BUS: SUPPORT EQUIP AND FACILITIES	\$345,000.00	\$0.00	\$345,000.00	21
FL-2022-055-02-00	11.42.06 ACQUIRE - SHOP EQUIPMENT	\$60,000.00	\$0.00	\$60,000.00	3

FL-2022-055-02-00	11.42.07	ACQUIRE - ADP HARDWARE	\$50,000.00	\$0.00	\$50,000.00	10
FL-2022-055-02-00	11.42.08	ACQUIRE - ADP SOFTWARE	\$100,000.00	\$0.00	\$100,000.00	0
FL-2022-055-02-00	11.42.09	ACQUIRE - MOBILE SURV/ SECURITY EQUIP	\$35,000.00	\$0.00	\$35,000.00	7
FL-2022-055-02-00	11.44.01	REHAB/ RENOVATE - ADMINISTRATIVE FACILITY	\$100,000.00	\$0.00	\$100,000.00	1
FL-2022-055-02-00	116-00 (116-A4)	SIGNAL & COMM EQUIPMENT (BUS)	\$10,000.00	\$0.00	\$10,000.00	5
FL-2022-055-02-00	11.62.03	PURCHASE RADIOS	\$10,000.00	\$0.00	\$10,000.00	5
FL-2022-055-02-00	117-00 (117-A5)	OTHER CAPITAL ITEMS (BUS)	\$654,329.00	\$0.00	\$654,329.00	1
FL-2022-055-02-00	11.71.03	PROJECT MANAGEMENT - 3RD PARTY	\$54,329.00	\$0.00	\$54,329.00	1
FL-2022-055-02-00	11.7A.00	PREVENTIVE MAINTENANCE	\$600,000.00	\$0.00	\$600,000.00	0
FL-2022-055-02-00	119-00 (119-A6)	Bus Associated Transit Improvements	\$40,000.00	\$0.00	\$40,000.00	8
FL-2022-055-02-00	11.92.08	PURCHASE SIGNAGE	\$40,000.00	\$0.00	\$40,000.00	8
FL-2022-055-03-00	111-00 (111-A1)	BUS - ROLLING STOCK	\$218,390.00	\$0.00	\$218,390.00	3
FL-2022-055-03-00	11.12.03	BUY REPLACEMENT 30-FT BUS	\$218,390.00	\$0.00	\$218,390.00	3
FL-2022-055-04-00	111-00 (111-A9)	BUS - ROLLING STOCK	\$237,581.00	\$0.00	\$237,581.00	3

FL-2022-055-04-00	11.12.03	BUY REPLACEMENT 30-FT BUS	\$237,581.00	\$0.00	\$237,581.00	3
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Discretionary Allocations

This application does not contain discretionary allocations.

Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendment Amount	Cumulative Amount
FL-34-0204	FL-2022-055-03-00	BUS - ROLLING STOCK	111-00 (111)	A1	120000	Florida	2019.25.34.BF.2	00	Bus Form - Formula Alloc	\$218,390	\$218,390
FL-34-0204	FL-2022-055-04-00	BUS - ROLLING STOCK	111-00 (111)	A9	120000	Florida	2019.25.34.BF.2	00	Bus Form - Formula Alloc	\$237,581	\$237,581
FL-90-Y192	FL-2022-055-01-00	OPERATING ASSISTANCE	300-00 (300)	A7	120000	Florida	2022.2J.90.91.2	04	Urbanized Area Formula Grants	\$1,555,383	\$1,555,383
FL-90-Y192	FL-2022-055-01-00	OTHER CAPITAL ITEMS (BUS)	117-00 (117)	A8	120000	Florida	2022.2J.90.91.2	00	Urbanized Area Formula Grants	\$300,000	\$300,000
FL-90-Y192	FL-2022-055-02-00	Bus Associated Transit Improvements	119-00 (119)	A6	120000	Florida	2022.2J.90.91.2	00	Urbanized Area Formula Grants	\$40,000	\$40,000
FL-90-Y192	FL-2022-055-02-00	OTHER CAPITAL ITEMS (BUS)	117-00 (117)	A5	120000	Florida	2022.2J.90.91.2	00	Urbanized Area Formula Grants	\$654,329	\$654,329
FL-90-Y192	FL-2022-055-02-00	SIGNAL & COMM EQUIPMENT (BUS)	116-00 (116)	A4	120000	Florida	2022.2J.90.91.2	00	Urbanized Area Formula Grants	\$10,000	\$10,000
FL-90-Y192	FL-2022-055-02-00	BUS: SUPPORT EQUIPMENT AND FACILITIES	114-00 (114)	A3	120000	Florida	2022.2J.90.91.2	00	Urbanized Area Formula Grants	\$345,000	\$345,000
FL-90-Y192	FL-2022-055-02-00	BUS - ROLLING STOCK	111-00 (111)	A2	120000	Florida	2022.2J.90.91.2	00	Urbanized Area Formula Grants	\$444,029	\$444,029

Part 3: Project Information

Project Title: 5307 Operating and ADA

Project Number	Temporary Project Number	Date Created	Start Date	End Date
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FL-2022-055-01-00

5630-2022-1-P1

6/10/2022

12/31/2020

12/31/2023

Project Description

This project contains Operating assistance for Indian River County's GoLine fixed-route system and Community Coach demand-response service, and ADA paratransit service Operating Assistance.

The total Operating Assistance project cost is \$3,110,766, of which the federal share is \$1,555,383. The nonfederal share consists of \$777,691.50 in local funds and \$777,691.50 in state funds.

The total ADA paratransit service operating assistance is \$300,000.

Project Benefits

This project will allow for the preservation and expansion of the GoLine and Community Coach public transportation services.

Additional Information

None provided.

Location Description

Indian River County is located on the east coast of Florida. Communities in Indian River County include the municipalities of Vero Beach, Sebastian, Fellsmere, and Indian River Shores and the unincorporated communities of Gifford, Wabasso, and Oslo.

Project Location (Urbanized Areas)

UZA Code	Area Name
120000	Florida
123920	Sebastian--Vero Beach South--Florida Ridge, FL

Congressional District Information

State	District	Representative
Florida	8	Bill Posey

Program Plan Information

STIP/TIP

Date: N/A

Description: N/A

UPWP

Date: N/A

Description: N/A

Long Range Plan

Date: N/A

Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$1,855,383
Local			\$777,691
Local/In-Kind			\$0
State			\$777,691
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$75,000
Adjustment			\$0
Total Eligible Cost			\$3,410,765

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
FL-2022-055-01-00	117-00 (117-A8) OTHER CAPITAL ITEMS (BUS)	\$300,000.00	\$0.00	\$300,000.00	0
FL-2022-055-01-00	11.7C.00 NON FIXED ROUTE ADA PARATRANSIT SERVICE	\$300,000.00	\$0.00	\$300,000.00	0
FL-2022-055-01-00	300-00 (300-A7) OPERATING ASSISTANCE	\$1,555,383.00	\$1,555,382.00	\$3,110,765.00	0
FL-2022-055-01-00	30.09.01 UP TO 50% FEDERAL SHARE	\$1,555,383.00	\$1,555,382.00	\$3,110,765.00	0

Project Budget Activity Line Items

Budget Activity Line Item: 11.7C.00 - NON FIXED ROUTE ADA PARATRANSIT SERVICE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	OTHER CAPITAL ITEMS (BUS)	0

Extended Budget Description

Operating assistance for ADA complementary paratransit service. ADA service is provided by same contractor who operates fixed-route service.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$300,000
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$75,000
Adjustment			\$0
Total Eligible Cost			\$300,000

Milestone Name	Est. Completion Date	Description
RFP/IFB Issued	12/31/2022	
Contract Award	6/30/2023	
Project Complete	12/31/2023	

Budget Activity Line Item: 30.09.01 - UP TO 50% FEDERAL SHARE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	OPERATING ASSISTANCE	0

Extended Budget Description

Operating expenses for the period of 10/1/2021 to 9/30/2022.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$1,555,383
Local			\$777,691

Local/In-Kind		\$0
State		\$777,691
State/In-Kind		\$0
Other Federal		\$0
Transportation Development Credit		\$0
Adjustment		\$0
Total Eligible Cost		\$3,110,765

Milestone Name	Est. Completion Date	Description
Contract Award	12/31/2020	
Initial Expenditures	10/1/2021	
Final Expenditures	9/30/2022	

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date	Description	Date
	Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	0	\$1,555,383.00	\$3,110,765.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project

description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	0	\$300,000.00	\$300,000.00

Project Title: 5307 Capital

Project Number	Temporary Project Number	Date Created	Start Date	End Date
FL-2022-055-02-00	5630-2022-1-P2	6/10/2022	12/31/2020	6/30/2025

Project Description

Capital assistance will provide funding for vehicle replacement, transit stop improvements, computer hardware and software, radios, shop equipment, security equipment, preventive maintenance, signage, bus wraps, a workplace organization study for our transit provider (Senior Resource Association), and Administration Building Office Improvements. All Intelligent Transportation Systems (ITS) equipment/ components are compatible with both Regional and National ITS architectures. All new buses and vans will be wheelchair-accessible using either ADA-compliant lifts or ramps.

The total project cost is \$2,249,329, of which the federal share is \$2,249,329. For the nonfederal share, Transportation Development Credits in the amount \$448,340 are being provided by FDOT.

Project Benefits

The project will be for the replacement of existing vehicles and equipment that have exceeded useful life requirements. The project is necessary to maintain a reliable public transportation system.

Additional Information

None provided.

Location Description

Indian River County is located on the east coast of Florida. Communities in Indian River County include the municipalities of Vero Beach, Sebastian, Fellsmere, and Indian River Shores and the unincorporated communities of Gifford, Wabasso, and Oslo.

Project Location (Urbanized Areas)

UZA Code	Area Name
120000	Florida
123920	Sebastian--Vero Beach South--Florida Ridge, FL

Congressional District Information

State	District	Representative
Florida	8	Bill Posey

Program Plan Information

STIP/TIP

Date: N/A

Description: N/A

UPWP

Date: N/A

Description: N/A

Long Range Plan

Date: N/A

Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$1,493,358
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$373,339
Adjustment			\$0
Total Eligible Cost			\$1,493,358

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
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FL-2022-055-02-00	111-00 (111-A2)	BUS - ROLLING STOCK	\$444,029.00	\$0.00	\$444,029.00	3
FL-2022-055-02-00		11.12.03 BUY REPLACEMENT 30-FT BUS	\$444,029.00	\$0.00	\$444,029.00	3
FL-2022-055-02-00	114-00 (114-A3)	BUS: SUPPORT EQUIP AND FACILITIES	\$345,000.00	\$0.00	\$345,000.00	21
FL-2022-055-02-00		11.42.06 ACQUIRE - SHOP EQUIPMENT	\$60,000.00	\$0.00	\$60,000.00	3
FL-2022-055-02-00		11.42.07 ACQUIRE - ADP HARDWARE	\$50,000.00	\$0.00	\$50,000.00	10
FL-2022-055-02-00		11.42.08 ACQUIRE - ADP SOFTWARE	\$100,000.00	\$0.00	\$100,000.00	0
FL-2022-055-02-00		11.42.09 ACQUIRE - MOBILE SURV/ SECURITY EQUIP	\$35,000.00	\$0.00	\$35,000.00	7
FL-2022-055-02-00		11.44.01 REHAB/ RENOVATE - ADMINISTRATIVE FACILITY	\$100,000.00	\$0.00	\$100,000.00	1
FL-2022-055-02-00	116-00 (116-A4)	SIGNAL & COMM EQUIPMENT (BUS)	\$10,000.00	\$0.00	\$10,000.00	5
FL-2022-055-02-00		11.62.03 PURCHASE RADIOS	\$10,000.00	\$0.00	\$10,000.00	5
FL-2022-055-02-00	117-00 (117-A5)	OTHER CAPITAL ITEMS (BUS)	\$654,329.00	\$0.00	\$654,329.00	1
FL-2022-055-02-00		11.71.03 PROJECT MANAGEMENT - 3RD PARTY	\$54,329.00	\$0.00	\$54,329.00	1
FL-2022-055-02-00		11.7A.00 PREVENTIVE MAINTENANCE	\$600,000.00	\$0.00	\$600,000.00	0
FL-2022-055-02-00	119-00 (119-A6)	Bus Associated Transit Improvements	\$40,000.00	\$0.00	\$40,000.00	8
FL-2022-055-02-00		11.92.08 PURCHASE SIGNAGE	\$40,000.00	\$0.00	\$40,000.00	8

Project Budget Activity Line Items

Budget Activity Line Item: 11.62.03 - PURCHASE RADIOS

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
SIGNAL & COMM EQUIPMENT (BUS) (116-00)	11.62.03	PURCHASE RADIOS	AQUISITION 5	

Extended Budget Description

Acquire 5 new vehicle radios.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$10,000
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$2,500
Adjustment			\$0
Total Eligible Cost			\$10,000

Milestone Name	Est. Completion Date	Description
RFP/IFB Issued	3/31/2023	
Contract Award	9/30/2023	
Project Complete	12/31/2023	

Budget Activity Line Item: 11.7A.00 - PREVENTIVE MAINTENANCE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE	OTHER CAPITAL ITEMS (BUS)	0

Extended Budget Description

Monthly service and repairs for all vehicles from 10/1/2021 - 9/30/2022; includes replacement of tires and batteries, oil changes/lubes at regular service intervals. Most of the work is performed in-house, while some work is (e.g. transmissions) is contracted. A Force Account Plan is on-file for in-house labor. Indian River County does not anticipate the purchase of items over \$5,000 in value at this time. Any

items with value over \$5,000 identified during the execution of the activities under this ALI will be included after award (actual value and useful life).

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$600,000
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$150,000
Adjustment			\$0
Total Eligible Cost			\$600,000

Milestone Name	Est. Completion Date	Description
Contract Award	12/31/2020	
Initial Expenditures	10/1/2021	
Final Expenditures	9/30/2022	

Budget Activity Line Item: 11.71.03 - PROJECT MANAGEMENT - 3RD PARTY

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.71.03	PROJECT MANAGEMENT - 3RD PARTY	3RD PARTY CONTRACTS	1

Extended Budget Description

To perform an Organizational Study which will analyze Transit Agency employment and operation structure, and submit a final report. The report will make recommended improvements to professional development, organization structure, succession planning, job descriptions, roles and responsibilities, and other human resources program needs.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$54,329

Local		\$0
Local/In-Kind		\$0
State		\$0
State/In-Kind		\$0
Other Federal		\$0
Transportation Development Credit		\$13,582
Adjustment		\$0
Total Eligible Cost		\$54,329

Milestone Name	Est. Completion Date	Description
RFP/IFB Issued	12/31/2022	
Contract Award	3/31/2023	
Project Complete	12/31/2023	

Budget Activity Line Item: 11.92.08 - PURCHASE SIGNAGE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
Bus Associated Transit Improvements (119-00)	11.92.08	PURCHASE SIGNAGE	ACQUISITION	8

Extended Budget Description

Bus wraps for replacement vehicles. Cost is \$5,000-7,000 per vehicle, depending on vehicle size. Useful life is 5 years

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$40,000
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$10,000
Adjustment			\$0
Total Eligible Cost			\$40,000

Milestone Name	Est. Completion Date	Description
RFP/IFB Issued	6/30/2023	
Contract Award	12/31/2023	
Project Complete	6/30/2024	

Budget Activity Line Item: 11.44.01 - REHAB/RENOVATE - ADMINISTRATIVE FACILITY

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.44.01	REHAB/RENOVATE - ADMINISTRATIVE FACILITY	REHAB/RENOVATE BUS SUPPORT FACIL/EQUIP	1

Extended Budget Description

Design and construct an interior remodeling and expansion of the Transit Administration Building's Main Conference Room located at 4385 43rd Ave, Vero Beach, FL 32967. The remodeling work is an interior retrofit of an existing area within the building. No expansion or enlargement of the building will occur. A copy of the Documented CE from the original construction of the building has been uploaded to the Application Documents. Useful life is 30 years.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$100,000
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$25,000
Adjustment			\$0
Total Eligible Cost			\$100,000

Milestone Name	Est. Completion Date	Description
RFP/IFB Issued	12/31/2022	
Contract Award	6/30/2023	
Project Complete	12/31/2023	

Budget Activity Line Item: 11.42.09 - ACQUIRE - MOBILE SURV/SECURITY EQUIP

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.09	ACQUIRE - MOBILE SURV/SECURITY EQUIP	ACQUISITION OF BUS SUPPORT EQUIP/FACILITIES	7

Extended Budget Description

Security cameras and recording equipment for vehicles, includes equipment for new vehicles and replacing old equipment as needed. This ALI satisfies the required 1% of the award for security-related projects. If an equipment item is purchased with these funds which has a cost over \$5,000, a budget revision will be submitted to identify the item and provide its useful life.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$35,000
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$8,750
Adjustment			\$0
Total Eligible Cost			\$35,000

Milestone Name	Est. Completion Date	Description
RFP/IFB Issued	3/31/2023	
Contract Awarded	3/31/2024	
Project Complete	9/30/2024	

Budget Activity Line Item: 11.42.08 - ACQUIRE - ADP SOFTWARE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.08	ACQUIRE - ADP SOFTWARE	ACQUISITION OF BUS SUPPORT EQUIP/FACILITIES	0

Extended Budget Description

New ADP software for scheduling and dispatch, security cameras, and vehicle maintenance management. Useful life, as specified by the manufacturer, is 6 years. Exact quantity may vary.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$100,000
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$25,000
Adjustment			\$0
Total Eligible Cost			\$100,000

Milestone Name	Est. Completion Date	Description
RFP/IFB Issued	12/31/2022	
Contract Award	6/30/2023	
Project Complete	6/30/2024	

Budget Activity Line Item: 11.42.07 - ACQUIRE - ADP HARDWARE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.07	ACQUIRE - ADP HARDWARE	ACQUISITION OF BUS SUPPORT EQUIP/FACILITIES	10

Extended Budget Description

New ADP hardware includes computers, mobile tablets for vehicles, office phones, and network equipment (firewall, routes, and switches). If an equipment item is purchased with these funds which has a cost over \$5,000, a budget revision will be submitted to identify the item and provide its useful life.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$50,000
Local			\$0
Local/In-Kind			\$0

State		\$0
State/In-Kind		\$0
Other Federal		\$0
Transportation Development Credit		\$12,500
Adjustment		\$0
Total Eligible Cost		\$50,000

Milestone Name	Est. Completion Date	Description
RFP/IFB Issued	3/31/2023	
Contract Awarded	9/30/2023	
Project Complete	3/31/2024	

Budget Activity Line Item: 11.42.06 - ACQUIRE - SHOP EQUIPMENT

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.06	ACQUIRE - SHOP EQUIPMENT	ACQUISITION OF BUS SUPPORT EQUIP/FACILITIES	3

Extended Budget Description

Funds will be for the replacement a diagnostic scanner for the transit vehicles. Useful life is approximately 7 years, and cost is estimated at \$10,000. A mobile tire rack will be replaced, useful life will be 10 years. A heavy duty vehicle lift is due for replacement within the next year. The cost is \$45,000 to \$55,000, and useful life is 8 years.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$60,000
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$15,000
Adjustment			\$0
Total Eligible Cost			\$60,000

Milestone Name	Est. Completion Date	Description
RFP/IFB Issued	12/31/2022	
Contract Award	9/30/2023	
Project Complete	6/30/2024	

Budget Activity Line Item: 11.12.03 - BUY REPLACEMENT 30-FT BUS

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - ROLLING STOCK (111-00)	11.12.03	BUY REPLACEMENT 30-FT BUS	BUY REPLACEMENTS - CAPITAL BUS	3

Extended Budget Description

Funding is requested to replace three medium-duty cutaway buses. The vehicles to be replaced are: (Vehicle 246; Ford Turtle Top; 297,315 miles, VIN 1FD4E4FS6FDA35294), (Vehicle 249; Ford Turtle Top; 218,340 miles; VIN 1FDGF5GYGEC06851), (Vehicle 250; 2016 Ford Turtle Top; 233,772 miles; VIN 1FDGF5GY7GEC06852). The useful life standards for the vehicles to be replaced is 5 years or 150,000 miles (FTA C 5010.1E), and the replacement vehicles will have the same standards. Unit cost is approximately \$140,000-\$150,000 for a medium-duty cutaway bus. The replacement vehicle will be purchased from the state contract or the FPTA consortium contract, of which Indian River County is a listed party. Both contracts comply with FTA C 4220.1F. All new vehicles will comply with ADA standards. All transit vehicles are owned by Indian River County. Operation and maintenance of the vehicle will be by Senior Resource Association, as part of the transit service contract.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Propulsion	Fuel Type	Vehicle Condition	Vehicle Size (ft.)
N/A	N/A	N/A	

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$444,029
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$111,007
Adjustment			\$0
Total Eligible Cost			\$444,029

Milestone Name	Est. Completion Date	Description
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RFP/IFB Issue Date	6/30/2024
Contract Award Date	9/30/2024
Initial Delivery Date	12/31/2024
Final Delivery Date	6/30/2025
Contract Completion Date	6/30/2025

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - ROLLING STOCK (111-00)	11.12.03	BUY REPLACEMENT 30-FT BUS	3	\$444,029.00	\$444,029.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.06	ACQUIRE - SHOP EQUIPMENT	3	\$60,000.00	\$60,000.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.07	ACQUIRE - ADP HARDWARE	10	\$50,000.00	\$50,000.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.08	ACQUIRE - ADP SOFTWARE	0	\$100,000.00	\$100,000.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 05: Activities, including repairs, replacements, and rehabilitations, designed to promote transportation safety, security, accessibility and effective communication within or adjacent to existing right-of-way, such as: the deployment of Intelligent Transportation Systems and components; installation and improvement of safety and communications equipment, including hazard elimination and mitigation; installation of passenger amenities and traffic signals; and retrofitting existing transportation vehicles, facilities or structures, or upgrading to current standards.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.09	ACQUIRE - MOBILE SURV/SECURITY EQUIP	7	\$35,000.00	\$35,000.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 08: Maintenance, rehabilitation, and reconstruction of facilities that occupy substantially the same geographic footprint and do not result in a change in functional use, such as: improvements to bridges, tunnels, storage yards, buildings, stations, and terminals; construction of platform extensions, passing track, and retaining walls; and improvements to tracks and railbeds.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.44.01	REHAB/RENOVATE - ADMINISTRATIVE FACILITY	1	\$100,000.00	\$100,000.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
SIGNAL & COMM EQUIPMENT (BUS) (116-00)	11.62.03	PURCHASE RADIOS	5	\$10,000.00	\$10,000.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers

that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE	0	\$600,000.00	\$600,000.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.71.03	PROJECT MANAGEMENT - 3RD PARTY	1	\$54,329.00	\$54,329.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers

that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date	Description
	Class IIc CE Approved

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
Bus Associated Transit Improvements (119-00)	11.92.08	PURCHASE SIGNAGE	8	\$40,000.00	\$40,000.00

Project Title: FFY21 5339 Capital

Project Number	Temporary Project Number	Date Created	Start Date	End Date
FL-2022-055-03-00	5630-2022-1-P3	6/10/2022	9/30/2024	12/31/2025

Project Description

Capital assistance for vehicle replacement. All new buses and vans will be wheelchair-accessible using either ADA-compliant lifts or ramps. This project consists of capital assistance using FY 2021 funds from the Section 5339 program. The federal share consists of \$218,390 in FY21 FTA section 5339 funds. For the nonfederal share of FTA Section 5339 capital expenditures (bus replacement), \$54,597 in toll revenue credits awarded in FY 21. Copies of the Florida Governor's Apportionment letters are attached for the FY21 5339 program.

Project Benefits

The project will be for the replacement of existing vehicles and equipment that have exceeded useful life requirements. The project is necessary to maintain a reliable public transportation system.

Additional Information

None provided.

Location Description

Indian River County is located on the east coast of Florida. Communities in Indian River County include the municipalities of Vero Beach, Sebastian, Fellsmere, and Indian River Shores and the unincorporated communities of Gifford, Wabasso, and Oslo.

Project Location (Urbanized Areas)

UZA Code	Area Name
120000	Florida
123920	Sebastian--Vero Beach South--Florida Ridge, FL

Congressional District Information

State	District	Representative
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Program Plan Information

STIP/TIP

Date: N/A

Description: N/A

UPWP

Date: N/A

Description: N/A

Long Range Plan

Date: N/A

Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$218,390
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$54,598
Adjustment			\$0
Total Eligible Cost			\$218,390

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
FL-2022-055-03-00	111-00 (111-A1) BUS - ROLLING STOCK	\$218,390.00	\$0.00	\$218,390.00	3
FL-2022-055-03-00	BUY 11.12.03 REPLACEMENT 30-FT BUS	\$218,390.00	\$0.00	\$218,390.00	3

Project Budget Activity Line Items

Budget Activity Line Item: 11.12.03 - BUY REPLACEMENT 30-FT BUS

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - ROLLING STOCK (111-00)	11.12.03	BUY REPLACEMENT 30-FT BUS	BUY REPLACEMENTS - CAPITAL BUS	3

Extended Budget Description

This project is in conjunction with project # 5630-2022-1-P4: FFY 22 5339 Capital. FY21 and FY22 FTA section 5339 capital funds are being combined to replace 3 medium-duty cutaways. Per the County's Vehicle Replacement Schedule, the vehicles to be replaced are: (Vehicle #222; 2009 Glaval Titan; 490,311 miles; VIN 1GBE5V1949F413183), (Vehicle 247; 2016 Ford Turtle Top; 362,293 miles, VIN 1FDDE4FS8FDA35295), (Vehicle 248; 2016 Ford Turtle Top; 408,384 miles; VIN 1FDDE4FSXFDA35296). The useful life standards for the vehicles to be replaced is 5 years or 150,000 miles (FTA C 5010.1E), and the replacement vehicles will have the same standards. Unit cost is approximately \$140,000-150,000. The replacement vehicle will be purchased from the state contract or the FPTA consortium contract, of which Indian River County is a listed party, and will meet the the FAST Act Innovative Procurement methods. Both contracts will comply with FTA C 4220.1F and Innovative Procurement & Leasing FAST Act Section 3019. All new vehicles will comply with ADA standards.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Propulsion	Fuel Type	Vehicle Condition	Vehicle Size (ft.)
N/A	N/A	N/A	

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$218,390
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$54,598
Adjustment			\$0
Total Eligible Cost			\$218,390

Milestone Name	Est. Completion Date	Description
RFP/IFB Issue Date	9/30/2024	
Contract Award Date	10/31/2024	
Initial Delivery Date	3/31/2025	
Final Delivery Date	12/31/2025	
Contract Completion Date	12/31/2025	

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Project Title: FFY 22 5339 Capital

Project Number	Temporary Project Number	Date Created	Start Date	End Date
FL-2022-055-04-00	5630-2022-1-P4	8/22/2022	9/30/2024	12/31/2025

Project Description

Capital assistance for vehicle replacement. All new buses and vans will be wheelchair-accessible using either ADA-compliant lifts or ramps. This project consists of capital assistance using FY 2022 funds from the Section 5339 program, of which the federal share consists of \$237,581. For the nonfederal share of FTA Section 5339 capital expenditures (bus replacement), \$59,395 in toll revenue credits awarded in FY 22. Copies of the Florida Governor's Apportionment letters are attached for the FY22 5339 program.

Project Benefits

The project will be for the replacement of existing vehicles and equipment that have exceeded useful life requirements. The project is necessary to maintain a reliable public transportation system.

Additional Information

None provided.

Location Description

Indian River County is located on the east coast of Florida. Communities in Indian River County include the municipalities of Vero Beach, Sebastian, Fellsmere, and Indian River Shores and the unincorporated communities of Gifford, Wabasso, and Oslo.

Project Location (Urbanized Areas)

UZA Code	Area Name
120000	Florida
123920	Sebastian--Vero Beach South--Florida Ridge, FL

Congressional District Information

State	District	Representative
Florida	8	Bill Posey

Program Plan Information

STIP/TIP

Date: 7/1/2021

Description: Not Provided

UPWP

Date: N/A

Description: N/A

Long Range Plan

Date: N/A

Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$237,581
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$59,395
Adjustment			\$0
Total Eligible Cost			\$237,581

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
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FL-2022-055-04-00	111-00 (111-A9)	BUS - ROLLING STOCK	\$237,581.00	\$0.00	\$237,581.00	3
FL-2022-055-04-00		BUY 11.12.03 REPLACEMENT 30-FT BUS	\$237,581.00	\$0.00	\$237,581.00	3

Project Budget Activity Line Items

Budget Activity Line Item: 11.12.03 - BUY REPLACEMENT 30-FT BUS

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - ROLLING STOCK (111-00)	11.12.03	BUY REPLACEMENT 30-FT BUS	BUY REPLACEMENTS - CAPITAL BUS	3

Extended Budget Description

This project is in conjunction with project # 5630-2022-1-P3: FFY 21 5339 Capital. FY21 and FY22 FTA section 5339 capital funds are being combined to replace 3 medium-duty cutaways. Per the County's Vehicle Replacement Schedule, the vehicles to be replaced are: (Vehicle #222; 2009 Glaval Titan; 490,311 miles; VIN 1GBE5V1949F413183), (Vehicle 247; 2016 Ford Turtle Top; 362,293 miles, VIN 1FDFE4FS8FDA35295), (Vehicle 248; 2016 Ford Turtle Top; 408,384 miles; VIN 1FDFE4FSXFDA35296). The useful life standards for the vehicles to be replaced is 5 years or 150,000 miles (FTA C 5010.1E), and the replacement vehicles will have the same standards. Unit cost is approximately \$140,000-150,000. The replacement vehicle will be purchased from the state contract or the FPTA consortium contract, of which Indian River County is a listed party, and will meet the the FAST Act Innovative Procurement methods. Both contracts will comply with FTA C 4220.1F and Innovative Procurement & Leasing FAST Act Section 3019. All new vehicles will comply with ADA standards.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Propulsion	Fuel Type	Vehicle Condition	Vehicle Size (ft.)
N/A	N/A	N/A	

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$237,581
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$59,395
Adjustment			\$0
Total Eligible Cost			\$237,581

Milestone Name	Est. Completion Date	Description
RFP/IFB Issue Date	9/30/2024	
Contract Award Date	10/31/2024	
Initial Delivery Date	3/31/2025	
Final Delivery Date	12/31/2025	
Contract Completion Date	12/31/2025	

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - ROLLING STOCK (111-00)	11.12.03	BUY REPLACEMENT 30-FT BUS	3	\$237,581.00	\$237,581.00

Part 4: Fleet Details

Fleet Type: Fixed Route

Fleet Comments

Fixed route system consists of 15 routes, each with one VOMS. All spare vehicles have exceeded useful life minimum thresholds.

		Current Value
I.	Active Fleet	

A. Peak Requirement	14
B. Spares	5
C. Total (A+B)	19
D. Spare Ratio (B/A)	35.71%
II. Inactive Fleet	
A. Other	0
B. Pending Disposal	0
C. Total (A+B)	0
III. Total (I.C and II.C)	19

Fleet Type: Paratransit

Fleet Comments

None provided.

		Current Value
I. Active Fleet		
A. Peak Requirement	14	
B. Spares	8	
C. Total (A+B)	22	
D. Spare Ratio (B/A)	57.14%	
II. Inactive Fleet		
A. Other	0	
B. Pending Disposal	0	
C. Total (A+B)	0	
III. Total (I.C and II.C)	22	

Part 5: FTA Review Comments

Application Review Comments

Comment By Robert Sachnin

Comment Type Pre-Award Manager Returns Application

Date 8/12/2022

Comment Chaning the pre-award manager - please retransmit upon receipt.

Comment By Michael Sherman

Comment Type Pre-Award Manager Returns Application

Date	8/18/2022
Comment	<ol style="list-style-type: none"> 1. The STIP page is missing. Please go into TrAMS and upload the supporting STIP page to the document portal. 2. The NEPA documentation is missing. Please go into TrAMS and upload the NEPA Class of Action approval and the NEPA checklist. 3. For ALI 11.44.01, please include the address of the facility in the EBD where the rehab/renovation of the conference room will take place. 4. For Section 5339 project, we are unable to combine the FY21 and FY22 funds in the same project due to funds being from separate appropriation bills (FAST Act and BIL). Please go back into the application and separate the Section 5339 funds by fiscal year. This will allow FTA to appropriately reserve the funds. 5. For Section 5339 funds, FAST Act has a new requirement with regards to rolling stock procurement for 4 or fewer vehicles. Please revise the EBD for Section 5339 to identify if you all are using one of the FAST Act Innovative Procurement methods or include an explanation why you all are not. For more information, please refer to the fact sheet on the FTA website: Innovative Procurement & Leasing Fact Sheet (Section 3019) FTA (dot.gov)

Part 6: Agreement

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT
(FTA G-29, October 1, 2021)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(29), <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA'S AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: INDIAN RIVER, COUNTY OF

Recipient ID: 5630

UEI: FB3SLJJZ38K9

DUNS: 079208989

Award Information

Federal Award Identification Number: FL-2022-055-00

Award Name: 5307/5339 Capital and Operating Supergrant; Sebastian-Vero Beach UZA

Award Start Date: 9/19/2022

Original Award End Date: 3/30/2031

Current Award End Date: 3/30/2031

Award Executive Summary: Purpose: The purpose of this combined FY 2022 FTA section 5307/5339 supergrant is to provide capital assistance, operating assistance, ADA-paratransit operating assistance, and preventive maintenance for public transportation in Indian River County, which consists of the GoLine fixed-route system and the Community Coach demand-response service.

Activities to be performed: The activities will replace vehicles and equipment that have exceeded useful life requirements, acquire and construct bus shelters for fixed-route service, construct bus station improvements at the North County Hub, and perform monthly service and repairs for all vehicles. The activities are necessary to maintain a reliable public transportation system. Indian River County will ensure that all vehicles purchased are accessible, purchased from an FTA approved TVM, and reported to FTA within 30 days after contract is signed.

Expected outcomes: Funding will permit Indian River County to continue to provide safe and reliable public transportation service that has been impacted by multiple waves of the COVID-19 pandemic. Intended beneficiaries: Most riders are dependent on the GoLine and Community Coach to get to employment, school, medical, shopping, and tourism-related destinations.

Sub-recipient Activities: None

The total eligible cost is \$3,804,712. The federal share is \$3,804,712, which consists of \$3,348,741 in FTA Section 5307 funds, and \$455,971 in FY22 & FY21 FTA section 5339 capital bus replacement funds. Copies of the Florida Governor's Apportionment letters are attached for FY22 FTA Sec 5307, FY22 FTA Sec 5339, and FY21 FTA Sec 5339 programs.

This supergrant will consist of \$2,249,329 in capital expenditures and \$1,555,383 in operating expenditures. The nonfederal share of operating expenditures (50%) will be split between \$777,691.50 in FDOT grants and \$777,691.50 from Indian River County.

The Florida Department of Transportation has authorized toll revenue credits in the amount of \$562,333 in support of this application dated August 4, 2022 (***FDOT Toll Revenue Credit letter attached***). Of the toll revenue credit amount, \$448,340 supports the nonfederal share of 5307 capital expenditures. For the nonfederal share of FTA Section 5339 capital expenditures (bus replacement), \$59,395 in toll revenue credits was awarded in FY22, and \$54,598 was awarded in FY 21, with a total 5339 soft match of

\$113,993.

In accordance with federal regulations, a public hearing was conducted on July 5, 2022 and advertised in advance.

The current FY22 FDOT STIP is attached.

5307 Capital Assistance is listed in item number/ FM# 407190-2. As required, 1% of the award has been allocated to security-related projects (see ALI 11.42.09). A copy of the FTA NEPA class of action for the transit hub/restroom is attached (in the Application Documents).

Indian River County will check the current listing of Transit Vehicle Manufacturers (TVM) (<https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-tvms-list>) to ensure each is listed as a certified TVM in compliance with FTA regulations.

Indian River County will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance).

Indian River County will ensure contractors procured will not be on the FTA Suspension and Debarment list.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: \$5,360,094.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$3,804,712.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$1,555,382.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$3,804,712.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$1,555,382.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$3,348,741
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$455,971

Local	\$777,691
Local/In-Kind	\$0
State	\$777,691
State/In-Kind	\$0
Other Federal	\$0
Transportation Development Credit	\$562,332
Adjustment	\$0
Total Eligible Cost	\$5,360,094

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

DOL Decision: DOL Concur - Certified
DOL Review Date: 9/16/2022
DOL Certification Date: 9/16/2022

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Yvette Taylor
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: yvette.taylor@dot.gov
Award Date: 9/19/2022

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,

- (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:
Brian Freeman
MPO Staff Director
INDIAN RIVER, COUNTY OF
9/19/2022

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 Comptroller Division 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.