

**AGREEMENT FOR MANAGEMENT AND OPERATIONS OF INDIAN RIVER
PUBLIC TRANSPORTATION SERVICES**

by and between

INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS

and

SENIOR RESOURCE ASSOCIATION, INC.

This agreement (Agreement), entered into this 19th day of June, 2018, by and between the Indian River County Board of County Commissioners (County) and the Senior Resource Association, Inc. (SRA), establishes the responsibilities of each of the parties with respect to obtaining and administering public transportation capital and operating assistance authorized by 49 USC, Section 5307 and other provisions of Federal and State law governing the provision of Public Transportation services. The purpose of this agreement is to comply with Federal Transit Administration and FDOT requirements to establish formal procedures for grant application and administration activities.

Recognizing that Indian River County has a need for public transportation service, the County agrees to provide the SRA with capital funding and operating assistance to provide such service. County funding will be a combination of federal grant funding, state grant funding, and local funding. In consideration of receipt of this funding, the SRA agrees to maintain and operate a Public Transportation system within Indian River County according to the provisions of this Agreement, the Scope of Work of contained in Indian River County Request for Proposals (RFP) # 2018040 (Attachment 1), and SRA's response to RFP# 2018040.

- I. The parties mutually agree to cooperate in providing public transportation service within Indian River County. Accordingly, each party acknowledges its responsibilities as detailed below, and agrees to discharge these responsibilities in the referenced timeframes.
- II. This Agreement shall be in effect through June 30, 2023, with 2 potential 2-year extensions beyond the initial five (5) year period of the agreement, exercisable at the sole discretion of the County. Any revisions or modifications to this Agreement must be mutually agreed upon by both parties in writing. This Agreement may be terminated by SRA upon the provision of at least nine (9) months prior written notice. This Agreement may also be terminated upon failure of either party to discharge in good faith the duties and responsibilities prescribed in this Agreement.
- III. The parties hereby designate the following official representatives for purposes of this agreement:

County: MPO Staff Director
SRA: Chief Executive Officer

IV. The responsibilities of the County are:

- a. To submit applications for Federal Transit Administration (FTA) and Florida Department of Transportation (FDOT) grant funds:

Each year, the County will coordinate with the SRA to project capital and operating funding needs for the following fiscal year. Using that information and other data provided by the SRA, the County will prepare and submit applications for funding through grant programs, such as FTA Section 5307 and Florida Public Transit Block Grant (PTBG).

- b. To administer and manage Section 5307, PTBG, and other grant funds:

The County will prepare and submit all applicable quarterly progress reports, financial status reports, invoices, requisitions, and closeout reports for Section 5307, PTBG, and other grant funds. These submittals will be based on information provided to the County by the SRA. The County agrees to reimburse the SRA within 30 days of receipt of the SRA's accurate monthly invoice for public transportation funding. The County may at the County's option provide funding on an advance basis. This advance will be provided in monthly draws no more than 1/12th of the annual operating budget paid in advance on the first day of each month.

- c. To maintain an accurate inventory of capital equipment purchased with Section 5307, PTBG, and other grant funds:

For capital equipment purchased with grant program funds for which the County is the designated recipient, such as Section 5307, the County will take title to all rolling stock and other capital items purchased with those grant funds. Consistent with its approved procedures, the County will tag all capital assets and add each asset to its fixed assets inventory records. These records will be maintained and updated as necessary. An inventory of all SRA Section 5307 and other grant program capital purchases will be conducted at least biennially.

- d. To provide assistance to and oversight of SRA's Public Transportation activities:

The County will meet with the SRA on a quarterly basis to discuss transit system operations issues, including system performance, status of grant funds utilization, other budget matters, federal requirements, routes, ridership, problems, opportunities, and other issues. Meetings will be held on the last Wednesday in the months of January, April, July and October, or as mutually agreed upon. Besides attending quarterly meetings, County staff will be available to assist the SRA with any transit planning, budget, grant administration, or other issues.

The County will oversee the SRA's public transportation program as specified in this Agreement and as otherwise necessary to ensure that the SRA complies with

all federal, state, and local requirements in its provision of public transportation service to Indian River County. The County will be responsible for verbal and written correspondence with the Federal Transit Administration and FDOT on all matters relating to the grant programs. Compliance with requirements will apply to all phases of operations as well as capital equipment, whether that equipment is purchased or leased.

e. To staff the Indian River County Transportation Disadvantaged Local Coordinating Board (TDLCB):

The County hereby establishes the TDLCB as the formal advisory board for public transportation operations in the county. The County agrees to staff the TDLCB and expeditiously present SRA matters, including transit route or schedule changes, to the TDLCB for consideration.

V. The responsibilities of the SRA are:

a. To provide public transportation service as identified in the County's adopted Transit Development Plan:

The SRA shall provide fixed route/ADA/and Transportation Disadvantaged Public Transportation service in accordance with the route structure, fare structure, and schedule identified in the County's adopted Transit Development Plan (TDP). The SRA agrees to maintain the approved route structure, fare structure, and schedule unless a change in the route or fare structure or schedule has been approved by the County. Any SRA new service proposals to change its route structure, fare structure, or schedule will be implemented in accordance with the County's public comment procedures regarding transit fare and service changes. The SRA will maintain a record of all public comment and a record of all responses to public comments regarding proposed route, fare, or schedule changes.

b. To invoice the County monthly for public transportation costs incurred:

The SRA shall provide (within 30 days after the end of the month) monthly invoices to the County detailing actual expenses for the prior month as compared to the draw received for that month. Subsequent monthly draws will be adjusted as needed to reconcile the actual expended amounts. The invoice form used by the SRA shall be approved by the County, and shall separately list invoice amounts for county funding, state funding, and federal funding.

c. To provide the County with quarterly performance and financial information:

The SRA transportation coordinator will attend four (4) quarterly meetings with the County as referenced in IV (d)e of this Agreement. At least one week prior to each quarterly meeting, the SRA will provide the County with a quarterly progress report and a financial status report for the just completed quarter. The quarterly progress report shall include a description of the status of each activity

line item contained in each active grant, including the major milestones required by FTA for each activity line item. The financial status report shall summarize all financial activity associated with each active Section 5307 grant for the just completed quarter.

d. To close out any active Federal or State grants within the timeframes required for each grant:

The SRA will ensure that all grant funds will be expended within the required timeframes of each grant.

e. To provide the County with annual budget requests:

By July of each year, the SRA will provide the County with estimates of needed capital and operating funds for the next fiscal year. These estimates shall be based on the adopted TDP and the Indian River County MPO's adopted Transportation Improvement Program.

f. To follow all applicable FTA transit program requirements:

The SRA shall adhere to all FTA in the list of Certifications and Assurances, the Master Agreement, the Federal Register, and in other FTA correspondence. Specifically, the SRA's responsibilities are:

1. To follow all applicable procurement requirements:

The SRA shall adhere to all FTA, FDOT, and County procedures in procuring all goods and services with Federal and State grant funds. In procuring rolling stock, the SRA agrees to utilize the state contract when possible. For state contract purchases, the SRA will ensure that Buy America, pre-award, post-delivery, and other applicable FTA requirements are met. The SRA shall not expend Federal or State funds on any item unless that item is included in an approved grant. The SRA shall obtain written approval from the County prior to making capital purchases in excess of \$10,000.

2. To comply with all Drug and Alcohol Program Requirements:

The SRA will maintain a drug-free workplace and shall administer a drug and alcohol program that complies with all applicable FTA requirements, including the provisions of 49 CFR Parts 653 and 654. This will involve conducting drug/alcohol training and testing, conducting blind performance testing, submitting an annual certificate of compliance, filing MIS forms annually, and maintaining drug test confidentiality.

3. To comply with all ADA requirements:

The SRA will ensure that all service personnel receive periodic ADA training that incorporates the seven ADA service provisions. The SRA will provide reasonable accommodations as defined by the ADA to all transit patrons requiring special accommodations and will ensure that its facilities and vehicles are ADA accessible. The SRA will also maintain and adhere to its adopted ADA complaint procedures.

4. To solicit public comment on fare and service changes:

The SRA will present any proposed fare and service changes at a public hearing prior to adoption. Comments received during the public hearing must be considered by the SRA in the implementation of fare and service changes, particularly fare increases and service reductions.

5. To collect, compile, and report National Transit Database Information:

The SRA will collect, compile, and report applicable system information as required under 49 USC, Section 5335(a). This information will be reported in the format and time frame required. At least one week prior to submitting National Transit Database information, the SRA shall submit a copy of that information for the County to review.

6. To comply with all FTA Civil Rights Requirements:

The SRA will maintain its Title VI program, comply with DBE requirements in hiring and procurement, and provide DBE data on time.

g. To perform regular vehicle maintenance on all transit vehicles:

SRA will perform all preventive maintenance as scheduled and in conformance with the Indian River County Transit Vehicle and Accessibility Feature maintenance plan.

VI. Public Records Compliance

A. Indian River County is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

(1) Keep and maintain public records required by the County to perform the service.

(2) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time 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 for

the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

(4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

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

**(772) 226-1424
publicrecords@ircgov.com
Indian River County Office of the County Attorney
1801 27th Street
Vero Beach, FL 32960**

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

In witness of the foregoing, the parties have read this Agreement and have affixed their signatures, effective on the date first appearing above:

ATTEST: Jeffrey R. Smith, Clerk of INDIAN RIVER COUNTY
Court and Comptroller BOARD OF COUNTY COMMISSIONERS

BY: Randi Wardlow
Deputy Clerk

Approved as to Form and
Legal Sufficiency for County:

William D. O'Bryan
County Attorney

BY: Peter D. O'Bryan
Chairman
Peter D. O'Bryan

BCC Approved: June 19, 2018



ATTEST:

**SENIOR RESOURCE ASSOCIATION,
INC.**

BY: 

BY: 

President, Board of Directors

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