

PINELLAS COUNTY
METROPOLITAN PLANNING ORGANIZATION
And
Pinellas Suncoast Transit Authority
JOINT PARTICIPATION AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2015, by and between the PINELLAS COUNTY METROPOLITAN PLANNING ORGANIZATION, hereinafter called the MPO, and the PINELLAS SUNCOAST TRANSIT AUTHORITY, hereinafter called the Public Agency.

WITNESSETH

WHEREAS, the MPO and the Florida Department of Transportation (FDOT) have entered into a Joint Participation Agreement for Federal Transit Administration Section 5305(d) planning funds (CFDA 20.505), subject to annual appropriations of funds, for certain work elements in the Pinellas Urbanized Area Unified Planning Work Program (UPWP), each respectively incorporated herein by reference to this Agreement; and

WHEREAS, the purpose of this Agreement is to provide assistance for the undertaking of FTA-funded work elements as defined in the 2014/2015 and 2015/2016 Unified Planning Work Program, hereinafter called the Project, and to state the terms and conditions upon which such assistance will be provided and the understanding as to the manner in which the Project will be undertaken and completed.

NOW, THEREFORE, in consideration of the mutual covenants, premises, and representations herein, the parties agree as follows:

1.00 Accomplishment of the Project

(a) General Requirements: The Public Agency shall commence, carry on, and complete the Project to provide transit operations planning as more particularly described and scheduled in Exhibit "A", attached hereto and made a part hereof, with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions hereof, and all applicable laws. Eligible costs incurred on or after the effective date of this Agreement are chargeable to this Project.

(b) Submission of Proceedings, Contract, and Other Documents: The Public Agency shall submit to the MPO such data, reports, records, contracts, and other documents relating to the Project as the MPO may reasonably require. This will include copies of quarterly Progress Reports and Requests for Reimbursement required by the Federal Agency.

2.00 Project Cost

The total cost of the planning services of this Project will not exceed \$100,000, of which the Public Agency will provide \$10,000, the State will provide \$10,000, and the MPO will provide \$80,000 or 80 percent of the project cost, whichever is less.

3.00 Project Term

The Public Agency agrees to complete the Project by September 30, 2016. In the event the Project is delayed due to MPO actions or other circumstances beyond the control of the Public Agency which delay the Project beyond this completion date, the MPO may grant to the Public Agency extensions of time reflecting this delay, in writing, upon request from the Public Agency for such an extension. Extensions are contingent upon the prior approval of the Federal Transit Administration.

4.00 The Project Budget

The Public Agency shall carry out the Project and shall incur obligations against and make disbursements of Project funds.

5.00 Accounting Records

(a) Funds Received or Made Available for the Project: The Public Agency shall record in a Project account all payments received by it on account of the Project, which MPO payments and other funds are herein collectively referred to as "Project Funds."

(b) Documentation of Project Costs: All costs charged to the Project, including any approved services contributed by the Public Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and priority of the charges.

(c) Audit Reports: The Public Agency shall provide, for each of its fiscal years for which the Project Account remains open, an audit report prepared in accordance with *Government Auditing Standards* and conforming to the single audit requirements in *OMB Circular A-133* either by its official auditor or audit agency or an independent certified public accountant, reflecting in detail the use for the Project of funds from the MPO, the Public Agency, and any other sources.

(d) Record Retention: The Public Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the MPO or the FDOT, or its designee, CFO or Auditor General access to such records upon request. The Public Agency shall ensure that the independent audit working papers are made available to the MPO or the FDOT, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the MPO or the FDOT at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the MPO or the FDOT upon request. Records of costs incurred include the Public 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 MPO or the FDOT for a proper audit of costs.

6.00 Requisition and Payments

(a) Preliminary Action by the Public Agency: In order to obtain any payment, the Public Agency shall file its requisition, and such other data pertaining to the Project Account and the Project as the MPO may require to justify and support the payment, with the MPO within 15 days of the end of a calendar quarter on forms prescribed by the MPO.

(b) MPO Obligation: Subject to other provisions herein, the MPO will pay to the Public Agency all proper requisitions for the eligible costs in accordance with this Agreement within 10 business days of the MPO's receipt of funds from the FDOT.

(c) Disallowed Costs: In determining the amount of the requisition payment, the MPO will exclude all Project costs incurred by the Public Agency prior to the effective date of this Agreement.

7.00 Termination or Suspension of the MPO's Obligations

If the Public Agency abandons or discontinues the Project, the MPO may, upon submitting written notice to the Public Agency, immediately suspend any or all of its obligations under this Agreement. The MPO may also suspend any or all of its obligations under this agreement without cause with 30 days written notice.

8.00 Audit and Inspection

The Public Agency shall permit, and shall require its contractors to permit, the MPO's authorized representatives to inspect all work materials, payrolls, records; and to audit the books, records, and accounts for the Public Agency pertaining to the financing and development of the Project.

9.00 Third Party Contracts, Subcontracts, and Supplemental Agreements

The Public Agency may enter into third party contracts, subcontracts, and supplemental agreements necessary to accomplish the Project only with the prior written consent of the MPO.

10.00 Restrictions, Prohibitions, Controls, and Labor Provisions

CIVIL RIGHTS - The following requirements apply to this Agreement:

a. Nondiscrimination - In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332:

"The Public Agency shall not discriminate on the basis of race, age, creed, disability, marital status, color, national origin, or sex in the performance of this contract. The Public Agency shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Public Agency to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the MPO deems appropriate."

Each subcontract the Public Agency signs in regards to this federal aid project must include the assurance in this paragraph (see 49 CFR 26.13(b)). The Public Agency agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.

b. Equal Employment Opportunity - The following equal employment opportunity requirements apply to this Agreement:

(1). Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Public Agency agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 etseq.,

(which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Public Agency agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Public Agency agrees to comply with any implementing requirements FTA may issue.

(2). Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 621 through 634 and Federal transit law at 49 U.S.C. § 5332, the Public Agency agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Public Agency agrees to comply with any implementing requirements FTA may issue.

(3). Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Public Agency agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Public Agency agrees to comply with any implementing requirements FTA may issue.

(4). Access to Services for Persons with Limited English Proficiency – To the extent applicable and except to the extent that FTA determines otherwise in writing, the Public Agency agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 *Fed. Reg.* 6733 *et seq.*, January 22, 2001.

(5). Environmental Justice – The Public Agency agrees to comply with the policies of Executive

Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

(6). Other Nondiscrimination Laws – The Public Agency agrees to comply with all applicable provisions of other federal laws, regulations, and directives pertaining to and prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing.

The Public Agency also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

(7). Disadvantaged Business Enterprise – This Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*.

11.00 Miscellaneous Provisions

(a) MPO Not Obligated to Third Parties: The MPO shall not be obligated or liable hereunder to any party other than the Public Agency.

(b) Responsibility of Claims and Liability: To the extent permitted by law, the Public Agency shall indemnify, pay the cost of defense, including attorney's fees, and hold harmless the MPO from all suits, actions, or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property caused by the negligent acts or omissions of the Public Agency in the performance of its work on the Project, except only such injury or damage caused by the negligence of the MPO. Nothing contained herein is intended to nor shall it be construed as a waiver of either parties' immunity from or limitation of liability that either may be entitled to under the doctrine of sovereign immunity or Section 768.28, F.S.

(c) E-Verify: This Agreement is subject to the U.S. Department of Homeland Security's E-Verify system requirements as set forth in Exhibit "B".

12.00 Right of Technical Review

The MPO shall have the right of technical review of the work.

13.00 Execution of Agreement

This contract may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

14.00 Official Notice

All notices required by law and by this agreement to be given by and party to the other shall be in writing and shall be sent to the following respective addresses:

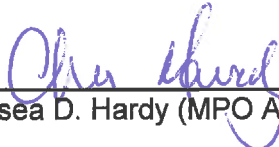
- (a) Whit Blanton, FAICP, Executive Director
Pinellas County MPO
310 Court Street
Clearwater, FL 33756

- (b) Brad Miller, Executive Director
Pinellas Suncoast Transit Authority
3201 Scherer Drive
St. Petersburg, FL 33716

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed, the day and year first above written:

APPROVED AS TO FORM:

PINELLAS COUNTY
METROPOLITAN PLANNING ORGANIZATION

BY: 
Chelsea D. Hardy (MPO Attorney)

BY: _____
Jim Kennedy, Chairman

ATTEST: _____
Whit Blanton, FAICP, Executive Director

PINELLAS SUNCOAST TRANSIT AUTHORITY

BY: _____
PSTA Chairman

ATTEST: _____

EXHIBIT "A"

This Exhibit forms an integral part of that certain Joint Participation Agreement between the PINELLAS COUNTY METROPOLITAN PLANNING ORGANIZATION and the PINELLAS SUNCOAST TRANSIT AUTHORITY, hereinafter called the Public Agency, dated May 13, 2015.

THE PROJECT:

Transit Operations Planning for FY 2015/16

LOCATION:

The Public Agency's service area, Pinellas County, Florida

THE PROJECT DETAIL:

The Public Agency will carry out the activities listed below.

1. Update Transit Development Plan (TDP) to incorporate and document existing and planned transit service improvements and input from public involvement activity.
2. Analyze route performance and route redesign options.
3. Continue to analyze changes in fare revenue and average fare by specific fare categories.
4. Continue to integrate Intelligent Transportation Systems (ITS) technologies such as automated vehicle location (AVL), automatic passenger counters (APC), real-time bus arrival information, and smart cards, as appropriate, with transit operations.
5. Develop Program of Projects for Section 5307 funding for new buses, bus parts, shop equipment, preventive maintenance, planning studies, and passenger amenities.
6. Conduct public outreach and market research to solicit information concerning proposed transit service, service enhancement or specific area of concern, and utilize findings to support strategic and service planning efforts.
7. Develop and update schedule for bus replacements.
8. Continue efforts to support the application of local concurrency/land development requirements relating to transit improvements.
9. Carry out activities to improve bus stop accessibility for pedestrians and bicyclists.
10. Facilitate public participation activities and workshops related to transit plans.
11. Continue liaison activities between PSTA and the MPO, FDOT, TBARTA, local jurisdictions, and other transportation and land use agencies in the region.
12. Carry out activities associated with providing transit data for use in the development of various plans and projects, such as the Congestion Management Process, Long Range Transportation Plan (LRTP), TBARTA Master Plan, and the regional travel demand model.

13. Carry out work associated with the design, procurement, and placement of passenger amenities, shelters, transit centers, etc.
14. Conduct planning studies and related work necessary to advance premium transit projects. These activities include environmental design and engineering studies and procurement of capital assets to support system expansion.
15. Carry out activities associated with inter-agency coordination related to various transportation studies and project including the LRTP, the Howard Frankland Bridge PD&E and Transit Corridor Evaluation, the Gateway Express, Express Bus in Express Lanes Study, various other roadway projects, Bike and Pedestrian Access to Transit Study, the TBARTA Master Plan, regional fare collection, and local transportation and land use planning activities.
16. Evaluate and advance regionally significant public transportation projects and develop regional specifications for the ultimate purchase of regionally consistent technologies to enhance interoperability of transit systems. Projects may include, but are not limited to, regional transit routes and paratransit services; common fare structure and media; and common support technology including fare boxes, automatic vehicle locators, enunciators, etc.
17. Attend and travel associated with workshops, meetings, and conferences related to transit planning.

Estimated Total Project Cost: \$100,000

EXHIBIT "B"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

E-VERIFY

375-040-68
PROCUREMENT
01/11

Contract No: _____

Financial Project No(s): _____

Project Description: _____

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____