

## **Board of County Commissioners Agenda Request**

**Date of Meeting:** March 19, 2013

**Date Submitted:** March 06, 2013

**To:** Honorable Chairperson and Members of the Board

**From:** Robert Presnell, County Administrator  
Anthony Matheny, Planning and Community Development  
Management Director

**Subject:** Public Hearing – Approval of Budget Amendments and Resolution and Approval of Joint Participation Agreement (JPA) Between the City of Tallahassee (via StarMetro) and Gadsden County for 2012 Federal Transit Administration (FTA) Funding Under Section 5316 of the Job Access Reverse Commute Program (JARC) and for the Chairman to Execute Agreement

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**Statement of Issue:**

The Board is asked to approve and the Chairman to execute, a new Joint Participation Agreement (JPA) Between the City of Tallahassee (via StarMetro) and Gadsden County for 2012 Federal Transit Administration (FTA) Funding Under Section 5316 of the Job Access Reverse Commute Program (JARC). This new FTA JARC funding will continue to fund the operations of the Gadsden Express bus service.

The Board is also asked to approve two budget amendments and for the Chairman to execute the accompanying resolution to ensure the availability of County matching funds in order to secure the new FTA JARC funding.

**Background:**

Through February of 2013, the Gadsden Express bus service has been funded through grant monies received from the FTA JARC program. And the Florida Department of Transportation (FDOT). All FDOT funding has been exhausted and no additional funds are available. Gadsden County applied for, and was recently awarded, a \$100,000 FTA JARC grant to help continue the Gadsden Express bus service. The grant requires a dollar for dollar match of County funding.

StarMetro of Tallahassee serves as the grant administrator for the FTA JARC funds. Big Bend Transit has served as the provider of bus services for the Gadsden Express.

**Fiscal Analysis:**

The cost for the Gadsden Express bus service is \$7,740 per month. If the County agrees to enter into this JPA and accept the entire \$100,000 in new FTA JARC funding, a \$100,000 match will be required, resulting in \$200,000 in funding for the Gadsden Express. This funding will ensure the continued operation of the Gadsden Express for *nearly* 26 additional months (March 2013 through April 2015. \$200,000 total budget/\$7,740 monthly bus service cost = 25.8 months of bus service).

The County has budgeted \$100,000 for all bus services in its 2012-2013 budget year. These budget amendments will reallocate \$100,000 from the general fund to the 148 FTA JARC Big Bend Transit Fund. If directed by the Board, prior to the grant funds being exhausted in 2015, County staff will pursue additional FTA JARC funding or other funding sources to help ensure the continuation of the Gadsden Express bus service beyond April of 2015. Additional County funding support will likely be required at this time.

**Options:**

1. Approve Budget Amendments #130016 and #130017 and Resolution # 2013-006 and the Joint Participation Agreement (JPA) between the City of Tallahassee (via StarMetro) and Gadsden County to accept \$100,000 in FTA JARC funding for the continued operation of the Gadsden Express bus service.
2. Do not approve Budget Amendments #130016 and #130017 and Resolution # 2013-006 and the Joint Participation Agreement (JPA) between the City of Tallahassee (via StarMetro) and Gadsden County to accept \$100,000 in FTA JARC funding for the continued operation of the Gadsden Express bus service.
3. Board Discretion.

**County Administrator's Recommendation:**

Option #1.

**Attachment:**

1. Joint Participation Agreement
2. Budget Amendment #130016
3. Budget Amendment #130017
4. Resolution #2013-006

**JOINT PARTICIPATION AGREEMENT**  
**For 2012 Federal Transit Administration Funding for**  
**Section 5316 Job Access Reverse Commute Program**

THIS AGREEMENT is made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2013 between the CITY OF TALLAHASSEE, a Florida municipal corporation (the "City"), c/o StarMetro, 555 Appleyard Drive, Tallahassee, FL and GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS the "Sub-Recipient"

The City is duly authorized to provide mass transit in and around the City of Tallahassee through its transit department ("StarMetro"). StarMetro is the designated recipient for the region's Transportation Management Area ("TMA") for Federal Transit Administration ("FTA") funding for the Job Access and Reverse Commute program ("JARC") as provided in U.S.C. Section 5316. The TMA includes all of Leon County and portions of both Gadsden and Wakulla counties.

The City conducted a competitive project selection process and selected the Gadsden County Express as described in the Application attached hereto as **Attachment A** funded by FTA grant **FL-37-X071-00** for the Sub-Recipient to receive JARC grant funding to be used to improve access to transportation services to employment and employment related activities for welfare recipients and eligible low-income individuals and to transport residents of urbanized and non-urbanized areas to suburban employment opportunities.

This Agreement is an interlocal agreement between the City and the Sub-Recipient pursuant to Chapter 163, Florida Statutes. This Agreement defines the allocation, method of accounting and disbursement of funds received from the FTA of the United States Department of Transportation ("USDOT") pursuant to the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users ("SAFETEA-LU") legislation and FTA Circulars 9050.1 and 9045.1.

For and in consideration of the mutual promises and premises hereinafter set forth, The City and the Sub-Recipient agree as follows:

1. Purpose: This Agreement is to provide funding for work as more particularly described in the Scope of Work attached hereto as **Attachment B**. The Sub-Recipient agrees to perform this work in accordance with the Application, the Program Management Plan

("PMP") attached hereto as **Attachment C**, and Scope of Work and in compliance with all federal, state, and local requirements, including but not limited to those referenced herein, and incorporated herein by reference. Work assignments must be consistent with task descriptions, objectives and expected deliverables (work products) specified in the project application process and consistent with the PMP.

2. Project Cost: The total estimated cost of the project is \$200,000. This amount is based upon the estimate summarized in **Exhibit "1"** attached hereto and by reference made a part hereof this Agreement. The Sub-Recipient agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.
3. Funding:
  - a) The FTA determines the total amount of Section 5316 (JARC) funds available to StarMetro on an annual basis.
  - b) The portion of these funds to be passed through to the Sub-Recipient is determined annually through the City's competitive selection process (that includes protest provisions in Section 318 of its procurement procedures). The total amount of funds to be reimbursed to the Sub-Recipient shall not exceed the amount awarded as reflected in the Application.
  - c) The Sub-Recipient is required to provide local matching funds as specified by the PMP in order to receive the Sections 5316 (JARC) and reimbursement funds. The amount of the local match shall be as provided on page 40 of Gadsden County's FY 2013 Budget.
  - d) The Sub-Recipient shall submit requests for reimbursement on a quarterly basis to StarMetro and the requests shall include all documentation, reports and statements as required herein and by the Section 5316 (JARC) program.
  - e) Upon StarMetro's review and approval of the Sub-Recipient's request for reimbursement, StarMetro shall reimburse the Sub-Recipient and request funds from the FTA.
4. Records and Reporting. The Sub-Recipient shall maintain accounting records and all other documents in full compliance with the provisions of this Section and shall also maintain all other documents necessary for federal and state audit purposes.
  - 4.1. Accounting.

- a) A separate account should be established for the Section 5316 (JARC) program for local match and reimbursement funds for each fiscal year and all transactions recorded in accordance with acceptable accounting procedures, as approved by FDOT and USDOT in Attachment G of the Office of Management and Budget (OMB) Circular A-102 (**Attachment D**) which outlines standards for grantee financial management systems.
- b) If the Sub-Recipient is a public agency as defined in Section 163.01(3)(b), F.S. and in the event the Sub-Recipient expends less than \$500,000 in a year from City, State or federal grant funds, the Sub-Recipient is exempt from City audit requirements for that year. If the Sub-Recipient expends \$500,000 or more in a fiscal year from City, State, or federal awards, an independent public accountant shall be employed to conduct a financial and compliance audit of its records. In addition to the above, the Sub-Recipient shall provide the StarMetro and the City Auditor, for their review, a copy of any audit received as a result of the organization policy; US Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations; or Section 215.97, Florida Statutes, relating to the expenditure of state awards under the Florida Single Audit Act. Such audits shall include or be accompanied by any applicable audit management letter issued and all applicable responses to the auditor's findings and recommendations. All audits shall be submitted to StarMetro and the City Auditor within 30 days of receipt of each issued report.

#### 4.2. Reimbursement Requests

The Sub-Recipient shall submit an invoice and appropriate documentation and reports to StarMetro within fifteen (15) working days after the end of the quarter for funds expended during the subject period. The invoice should include an attached quarterly expenditure report by work task. Identification of expenditures by work task shall include detailed evaluation of work accomplishments and work products and deliverables.

#### 4.3 Quarterly Progress Report

The Sub-Recipient shall submit quarterly progress reports to StarMetro within fifteen (15) working days after the end of each quarter. The quarterly progress report should

include a brief narrative report of transportation planning work accomplished by the Sub-Recipient and any sub-contractor. The quarterly progress report shall be included with the invoice and expenditures report.

5. Personnel. StarMetro shall assign oversight personnel and the Sub-Recipient shall assign personnel as necessary to carry out the responsibilities of StarMetro and the Sub-Recipient respectively, under this Agreement.
  
6. Subcontractors. The Sub-Recipient shall comply with the third party contracting requirements as outlined in FTA Circular 4220.1F (**Attachment E**), which is attached hereto and incorporated herein and made part of this Agreement. The Sub-Recipient shall comply with the subcontracting provisions contained in the Federal-Aid Policy Guide, Part 172, (**Attachment F**) and additions or amendments thereto.
  
7. Indemnification.
  - (a) Unless Sub-Recipient is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, Sub-Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this Agreement, and shall hold the City harmless against all claims of whatever nature by third parties arising out of the performance of work under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of City but is an independent contractor.
  - (b) If Sub-Recipient is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, Sub-Recipient agrees to be fully responsible to the extent provided by Section 768.28, Florida Statutes, for its negligent acts or omissions or tortuous acts which result in claims or suits against City and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by City or any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of City but is an independent contractor.

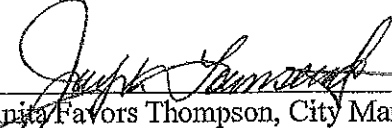
8. Term. The term of this Agreement shall begin on \_\_\_\_\_, 2013 and expire on \_\_\_\_\_, 2015, or at such earlier time as the grant funds are no longer available or the parties terminate the Agreement as provided herein. Any extension of this term shall be at the sole discretion of the City and shall require an amendment as provided herein.
9. Amendments. This Agreement may be amended by mutual agreement of the City and the Sub-Recipient at any time by execution of a written agreement.
10. Termination. Either party may terminate this Agreement by providing ninety (90) days prior written notice to other party. If the termination date does not coincide with the end of a quarterly reimbursement period, the City shall reimburse the Sub-Recipient for the amount of its costs incurred and requested, as provided herein, prior to the termination date.
11. Assignment and Binding Effect: The Sub-Recipient shall not assign, transfer, or otherwise convey any interest in this Agreement without the prior written consent of the City.
12. Equal Employment Opportunity: The Sub-Recipient shall not discriminate, directly or indirectly, against any employee or applicant for employment on the basis of race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. The Sub-Recipient shall incorporate this provision in all subcontracts for services provided under this Agreement
13. Headings. All headings that appear as section numbers in this Agreement are included for convenience only and shall not affect the meaning or interpretation of any of the provisions of the Agreement.
14. Entire Agreement. This Agreement, together with the Application (**Attachment A**), the Scope of Work (**Attachment B**), PMP (**Attachment C**), OMB Circular A-102

(Attachment D), FTA Circular 4220.1F (Attachment E) and Federal-Aid Policy Guide, Part 172, (Attachment F) represents the entire and integrated agreement between the City and the Sub-Recipient.



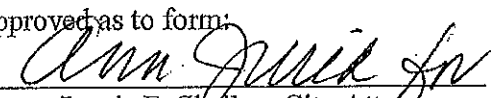
City and the Sub-Recipient have each authorized this Agreement to be duly executed under seal.

CITY: City of Tallahassee, a Florida municipal corporation

By:   
Anita Favors Thompson, City Manager

Print Name: \_\_\_\_\_

ATTEST:  
  
James O. Cooke, IV, Treasurer- Clerk

Approved as to form:  
  
Lewis E. Skelley, City Attorney

SUBRECIPIENT: Gadsden County Board of County Commissioners,

By: \_\_\_\_\_  
**Douglas Croley, Chairperson**

Print Name: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
Nicholas Thomas, Clerk of Court

Approved as to form:  
\_\_\_\_\_  
Deborah S. Minnis, County Attorney

**EXHIBIT "1"**  
**PROJECT BUDGET**

This exhibit forms an integral part of the Joint Participation Agreement between the CITY OF TALLAHASSEE and GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS.

**PROJECTED ESTIMATED AND PROGRAMMED BUDGET**

I. Project Cost: \$200,000

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Total Project Cost: \$200,000

II. Participation:

Maximum Federal Participation (FTA)

JARC \$100,000

Local Participation

In-Kind \$0

Cash            Local \$100,000

Other \$0

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Total Project Cost: \$200,000

**Gadsden County BOCC Budget Amendment Form**

Date: 3/19/2013  
 Fiscal Year: FY 2013  
 Department: General Fund Feb FY13  
 Agenda Item: Reallocate funds for Gadsden Express grant

Intra-departmental  
 BOCC Motion  
 BOCC Resolution  
 BOCC Public Hearing

Revenue							
Fund	Dept.	Account	Account Description	Beginning Bud.	+/- \$	Ending Bud.	
#1 Subtotal				0	0.00		

Expenditure							
Fund	Dept.	Account	Account Description	Beginning Bud.	+/- \$	Ending Bud.	
001	0077	53400	Other Contractual Services	100,000	(100,000)		
001	9001	59106	Transfer to Grant Fund	-	100,000	100,000	
#2 Subtotal				100,000	-	100,000	

#3 Balancing (Subtotal Line #1 less Subtotal Line 2)

Notes

Reallocate funds for Gadsden Express grant

Approved By:  
 Budget Director                       
 County Manager                     

Posting  
 Finance Director                       
 Date

**Gadsden County BOCC Budget Amendment Form**

Date: 3/19/2013  
 Fiscal Year: FY 2013  
 Department: Fund 148 - Big Bend Transit  
 Agenda Item: Reallocate funds for Gadsden Express grant

Intra-departmental  
 BOCC Motion  
 BOCC Resolution  
 BOCC Public Hearing

Revenue						
Fund	Dept.	Account	Account Description	Beginning Bud.	+/- \$	Ending Bud.
148		3811000	Transfer from General Fund	-	100,000	100,000
<b>#1 Subtotal</b>				<b>0</b>	<b>100,000</b>	<b>100,000</b>

Expenditure						
Fund	Dept.	Account	Account Description	Beginning Bud.	+/- \$	Ending Bud.
148	1248	53400	Other Contractual Services	0	100,000	100,000
<b>#2 Subtotal</b>				<b>0</b>	<b>100,000</b>	<b>100,000</b>

#3 Balancing (Subtotal Line #1 Less Subtotal Line 2)

Notes

Reallocate funds for Gadsden Express grant

Approved By:  
 Budget Director                       
 County Manager                     

Posting  
 Finance Director                       
 Date

RESOLUTION NO. 2013 – 006

WHEREAS, the Board of County Commissioners of Gadsden County, Florida, approved the Fiscal Year 2012-2013 Budget; and,

WHEREAS, the Board of County Commissioners, pursuant to Chapter 129, Florida Statutes, desires to amend the budget.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Gadsden County, Florida, hereby amends the budget as reflected on the Budget Amendments #130016 and #130017, attached hereto.

Adopted this 19<sup>th</sup> day of March, 2013.

Board of County Commissioners  
Gadsden County, Florida

\_\_\_\_\_  
Chairperson

Attest: Nicholas Thomas, Clerk

By: \_\_\_\_\_