

Board of County Commissioners Agenda Request

Date of Meeting: June 21, 2016

Date Submitted: June 7, 2016

To: Honorable Chairperson and Members of the Board

From: Robert M. Presnell, County Administrator
Jeffrey A. Price, Sr. Management & Budget Analyst

Subject: Approval of Memorandum of Agreement between Gadsden County and City of Tallahassee c/o StarMetro to utilize the City's grant funds from Job Access Reverse Commute (JARC) to pay Big Bend Transit for the Gadsden Express Services for October 1, 2015 through September 30, 2016 and for the Chairperson to Execute the Agreement

Statement of Issue:

This item seeks Board for approval of a memorandum of agreement to utilize the City of Tallahassee c/o StarMetro grant funds from Job Access Reverse Commute (JARC) to pay Big Bend Transit for the Gadsden Express Service for October 1, 2015 through September 30, 2016 and authorization for the Chairperson to sign.

Background:

On July 15, 2008, the Gadsden County Board of County Commissioners (Board) approved a Public Transportation Joint Participation Agreement between the State of Florida, Department of Transportation, and Gadsden County for Fiscal Year 2007-08 in the amount of one hundred thirty thousand dollars (\$130,000.00). A federal grant through StarMetro, Tallahassee's transit provider, in the amount of one hundred thirty thousand dollars (\$130,000.00) was also awarded to Gadsden County for this project. Therefore, the total amount of this project is two hundred sixty thousand dollars (\$260,000.00). The Gadsden Express provides an express bus service to and from Gadsden County to the central bus terminal in Tallahassee with limited stops along the way.

On June 16, 2009, after a competitive bid process and subsequent Board approval, a contract for services was entered into between the County and Big Bend Transit (BBT) to provide the express bus service. The contract amount for two years is one hundred eighty-five thousand seven hundred sixty dollars (\$185,760.00).

During 2015, the City of Tallahassee c/o StarMetro, the recipient of the grant funds was in flux due to leadership changes and a number of staff being moved. At the same time the funding process with Federal Transit Administration (FTA) and StarMetro was changed and it wasn't until April 2015 that the JARC contract got approved by the City Commissioners. On December 16, 2015, the County received a purchase order from the City for its share of the grant funds, \$100,000.

The attorneys eqpxgtugf "and noted that in order for the county to get reimbursed from the City of Tallahassee, an agreement must be in place for the entire fiscal year.

Fiscal Analysis:

The cost for the Gadsden Express service monthly is \$7,740 for a total of \$92,880 annually. The County pays Big Bend Transit the full amount and bills StarMetro for ½ or \$3,870 per month for a total of \$46,440 annually.

Options:

1. Approve the memorandum of agreement to utilize the City of Tallahassee c/o StarMetro grant funds from Job Access Reverse Commute (JARC) to pay Big Bend Transit for the Gadsden Express Service for October 1, 2015 through September 30, 2016 and for the Chairperson to execute.
2. Do not approve
3. Board diretion.

County Administrator's Recommendation:

Option1

Attachments:

1. Memorandum of Agreement

MEMORANDUM OF AGREEMENT

GADSDEN EXPRESS PROGRAM

THIS AGREEMENT is made and entered into this the _____ day of _____, 2016 between the CITY OF TALLAHASSEE, a Florida municipal corporation (the "City"), c/o StarMetro, 555 Appleyard Drive, Tallahassee, FL and ~~the~~ GADSDEN COUNTY, FLORIDA, a political subdivision of the State of Florida ~~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 the Federal Transit Administration ("FTA"). The TMA includes all of the Leon County and portions of both Gadsden and Wakulla counties.

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.

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 identified ~~as in~~ **Attachment A** attached hereto. The Sub-Recipient agrees to perform this work in accordance with the grant and Scope of Work and in compliance with federal, state, and local requirements, including but not limited to those referenced herein, and incorporated herein by reference. The Sub-Recipient will utilize the services of Big Bend Transit ("BBT") to administer the services outlined in Attachment A. Work assignments must be consistent with task description, objectives and expected deliverables (work products) specified in the project grant process and consistent with the Program Management Plan.
2. Project Cost: The total estimated cost of the project is up to \$200,000 annually. This amount is based upon the estimate summarized in **Exhibit "1"** attached hereto and by reference made a part ~~here~~ of 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: The Sub-Recipient shall submit monthly requests for reimbursement to StarMetro and the requests shall include all documentation, reports and statements as required herein and by the service development grant.
Upon-Within thirty (30) days of StarMetro's review and approval of the Sub-Recipient's request for reimbursement, StarMetro shall reimburse the Sub-Recipient in the amount of one-half (1/2) of the funds expended for services and request funds from the FTA grant.

4. Records and Recording: The Sub-Recipient shall maintain accounting records and all other documents in full compliance with the provisions of this grant and shall also maintain all other documents necessary for federal and state audit purposes.
 - 4.1. Accounting:
 - a) Accounting practices should be established for the grant for reimbursement funds for each fiscal year and all transactions recorded in accordance with acceptable accounting procedures, approved by FTA.
 - b) If Sub-Recipient is a public agency as defined in the grant and 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 the City audit requirements for that year. If the Sub-Recipient is expends \$500,000 or more in 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 the review, a copy of any audit received as a result of the organization: US Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organization; or Section 215.97, Florida Statutes, relating to the expenditures of state awards under the Florida Single Audit Act. Such audits shall include ~~of 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 Request

The Sub-Recipient shall submit an invoice and appropriate documentation and reports to StarMetro within fifteen (15) working days after the end of the month 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 deliverable.
 - 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-. The quarterly progress report shall be included with the invoice and expenditures report.
 - 4.4. 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.

5. 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 all parties with whom it provides services to pursuant to 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. 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 construe as consent by a state agency or subdivision of the State of Florida to be sued by the third parties in any matter arising out of any contract. For purposes of this Agreement, Sub-Recipient agrees that it is not 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 tortious acts which results 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 the third parties in any matter arising out of any contract. For purpose of this Agreement, Sub-Recipient agrees that is not an employee or agent of City but is an independent contractor
6. Term: The term of this Agreement shall begin on _____, 2016 October 1, 2015 and expire on _____, September 30, 2021, or at such earlier time as the grant funds are no longer available or the parties terminate the Agreement as provided herein. Any extensions of this term shall be at the sole discretion of the City and shall require an amendment as provided herein.
7. Amendment: This Agreement may be amended by mutual agreement of the City and the Sub-Recipient at any time by execution of a written agreement.
8. 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.
9. 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.
10. 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.

- 11. 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 provision of the Agreement.
- 12. Entire Agreement: This Agreement, together with all exhibits, 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: _____

Ricardo Fernandez, City Manager

Attest:

Approved as to form:

James O. Cooke, IV, Treasure-Clerk

Kristen Coons, City Attorney

SUBRECIPIENT: Gadsden County, Florida, a political subdivision of the State of Florida ~~Board of County Commissioners~~

By: _____

Brenda A. Holt, Chairperson, Gadsden County Board of County Commissioners

ATTEST:

Approved as to form:

Clerk of Court

Davis Weiss, County Attorney

Attachment A Scope of Work

Big Bend Transit (BBT) will operate an express transit service, ~~as set forth below, to and from covering Quincy, via U.S. Highway 90 to Midway, and via U.S. Highway 90 to Tallahassee (Tallahassee Community College and C.K. Steele Plaza) via U.S. Highway 90.~~ BBT will operate the service in a 31' cutaway bus with capacity for 24-26 ambulatory persons and 1-2 wheelchairs.

Pick-ups and drop-offs will occur in Quincy at the Winn-Dixie (or a designated Park-N-Ride lot), in Midway at the City Hall (or a designated Park-N-Ride lot), ~~and~~ in Tallahassee at Tallahassee Community College, and at C.K. Steele Plaza Gate A.

Service is provided 5 days per week (Monday through Friday, except Thanksgiving Day, Christmas Day, New Year's Day and Martin Luther King Day), 8 hours per day (2 inbound trips and 1 outbound trip in the AM, 1 round trip at midday, and 2 outbound trips and 1 inbound trip in the PM on the following schedule (times are subject to change):

	Quincy (Departure)	Midway (Departure)	Tallahassee (C. K. Steele) (Departure)
AM (outbound)	6:00	6:20	7:00
AM (inbound)	8:00	7:40	7:00
AM (outbound)	8:00	8:20	9:00
Midday (inbound)	12:30	12:10	11:30
Midday (outbound)	12:30	12:50	1:30
PM (outbound)	5:00	4:40	4:00
PM (inbound)	5:00	5:20	6:00
PM (outbound)	7:00	6:40	6:00

The annual cost assuming 258 days of service per year and 8 hours of service per day at \$45.00 per service hour equals \$92,880. A one-way fare of \$1.00 is proposed (discounted multi-trip passes and discounted monthly passes are also proposed).

BBT will provide the Gadsden County Express with a sufficient number of appropriately licensed Transit Operators (Drivers) to insure uninterrupted service. BBT will perform the dispatch/supervisory function at all times that the vehicle(s) of the Gadsden County Express are in service. In addition, BBT will communicate with StarMetro supervisors when approaching C.K. Steele Plaza.

EXHIBIT "1"
PROJECT BUDGET

This exhibit forms an integral part of the **MEMORANDUM OF AGREEMENT** between the CITY OF TALLAHASSEE and GADSDEN COUNTY, ~~FLORIDA BOARD OF COUNTY COMMISSIONERS (GCB OCC)~~.

PROJECTED ESTIMATED AND PROGRAMMED BUDGET

I. Project Cost: \$200,000

Total Project Cost: \$200,000

II. Participation:

Maximum Federal Participation (FTA)

Map-21- 5307 \$100,000

Local Participation

In-Kind \$0

Cash local-(GCB OCC) \$100,000

Other \$0

Total Project Cost: \$200,000