

Local Transportation Disadvantaged Program Administrative Support Agreement

This Agreement, effective as of July 1, 2018, (the "Effective Date"), by and between Collier County Board of County Commissioners, the Commission for the Transportation Disadvantaged Community Transportation Coordinator (hereinafter "Coordinator") and Collier County Metropolitan Planning Organization, the Commission for the Transportation Disadvantaged Designated Official Planning Agency (hereinafter "Planning Agency").

WHEREAS, the Planning Agency has the authority to enter into this agreement and to undertake the Project hereinafter described, and the Coordinator has been granted the authority to carry out responsibility of the Commission for the Transportation Disadvantaged (CTD) which includes local program administrative support functions and other responsibility identified in Chapter 427, Florida Statutes, or rules therefore;

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

Purpose of Agreement

This Agreement is to provide financial assistance to accomplish local program administrative support duties and responsibilities as required by the Commission for the Transportation Disadvantaged Local Program Administrative Assistance Grant (CFDA 55.001), and as further described in Exhibit(s) A and B attached and incorporated into this Agreement ("Project"), and, to state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed.

Terms

The term of this Agreement shall be for a period of one (1) year, effective July 1, 2018, through June 30, 2019. Expiration of this Agreement will be considered termination of the Project. Any work performed after the expiration date of this Agreement will not be compensated for by the Coordinator.

Amendments and Extensions

This Agreement may be amended upon mutual written agreement of the both parties. This Agreement shall not be extended or renewed.

Assignments

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the Coordinator.

Termination or Suspension of Project

The Coordinator may, by written notice to the Planning Agency, suspend any and all of the Coordinator's obligations under this Agreement for the Planning Agency's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Coordinator will provide written notice outlining the particulars of such suspension.

The Coordinator may terminate this Agreement at any time before the date of completion if the Planning Agency is dissolved or if state funds cease to be available. In addition, the Coordinator or the Planning Agency may terminate this Agreement if either party fails to comply with the conditions of the

Agreement. The Coordinator or the Planning Agency shall give written notice to all parties at least ninety (90) days prior to the effective date of termination and specify the effective date of termination.

If this Agreement is terminated before performance is completed, the Planning Agency shall be paid only for eligible tasks and deliverables satisfactorily performed during the effective Project period.

Remedies and Disputes

This Agreement shall not be considered as specifying the exclusive remedy for any dispute, but all remedies existing at law and in equity may be availed of by either party.

Project Costs

The estimated total cost of the Project is \$ 26,962. This amount is based upon the budget summarized in Exhibit B attached to this Agreement. Project funds may only be used by the Planning Agency to undertake local Transportation Disadvantaged program administrative support activities as further described in this Agreement. This is a lump sum – percent complete grant to accomplish the tasks identified in the Agreement. It is not subject to adjustment due to the actual cost experience of the Planning Agency in the performance of the Agreement. The amount paid is based on the weighted value of the tasks and deliverables listed in Exhibits A and B that have been accomplished for the invoiced period. Prior to payment, the tasks performed and deliverables are subject to review and acceptance by the Commission for the Transportation Disadvantaged. The criteria for acceptance of completed tasks and deliverables are based on the most recent regulations, guidelines or directives related to the particular task and deliverable.

Compensation and Payment

The Coordinator shall pay the Planning Agency for the satisfactory performance of each task as outlined in Exhibit A on a quarterly basis. The amount of compensation for each completed task/deliverable is further described on Exhibit B, attached to this Agreement.

The Planning Agency shall submit invoices on a quarterly basis. Invoices and deliverables shall be submitted to:

Public Transit & Neighborhood Enhancement
Attn: Joshua Thomas, Grants Support Specialist
Joshua.Thomas@colliercountyfl.gov
3299 East Tamiami Trail, #103
Naples, FL 34112

Invoices may be submitted electronically.

When the Coordinator receives from a state agency any payment for contractual services, commodities, supplies, or construction contracts, except those construction contracts subject to the provisions of chapter 339, the contractor shall pay such moneys received to each subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the Coordinator receives less than full payment, then the Coordinator shall be required to disburse only the funds received on a pro rata basis with the contractor, subcontractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the Coordinator without reasonable cause fails to make payments required by this section to subcontractors and suppliers within 7 working days after the receipt by the Coordinator of full or partial payment, the Coordinator shall pay to the subcontractors and suppliers a penalty in the amount of one-half of 1 percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such

penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this subsection may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved party or the Department of Legal Affairs when it provides legal assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or vendors in proceedings brought against contractors under the provisions of this section.

Inspections

The Planning Agency shall permit, and shall require its contractors to permit, the Coordinator's authorized representatives to inspect all work, materials, deliverables, records; and to audit the books, records and accounts pertaining to the financing and development of the Project at all reasonable times including upon completion of the Project, and without notice.

Project Records, Documentation and Records Retention

The Planning Agency shall provide and maintain sufficient detailed documentation for each deliverable to allow an audit trail to ensure that the tasks accomplished or deliverables completed in acceptable form to the Coordinator were those which were promised. Such documentation and records should be maintained for five years from the ending date of the Agreement unless extended by the Coordinator.

The Coordinator reserves the right to unilaterally cancel this Agreement for failure by the Planning Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

Indemnification and Insurance Requirements

To the fullest extent permitted by law, the Planning Agency's contractor/consultant shall indemnify, and hold harmless the Coordinator, including the Coordinator's officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by 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.

Non-discrimination of Persons With Disabilities

The Planning Agency and any of its contractors or their sub-contractors shall not discriminate against anyone on the basis of a disability (physical, mental or emotional impairment). The Planning Agency agrees that no funds shall be used to rent, lease or barter any real property that is not accessible to persons with disabilities nor shall any meeting be held in any facility unless the facility is accessible to persons with disabilities. The Planning Agency shall also assure compliance with The Americans with Disabilities Act, as it may be amended from time to time.

Lobbying Prohibition

No Planning Agency may use any funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. No Planning Agency may employ any person or organization with funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The "purpose of lobbying" includes, but is not limited to, salaries, travel expenses and per diem, the cost for publication and distribution of each publication used in lobbying; other printing; media; advertising, including production costs; postage; entertainment; telephone; and association dues. The provisions of this paragraph supplement the provisions of Section 11.062, Florida Statutes, which is incorporated by reference into this Agreement.

Public Entity Crimes

No Planning Agency shall accept any bid from, award any contract to, or transact any business with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133, Florida Statutes. The Planning Agency may not allow such a person or affiliate to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Planning Agency. If the Planning Agency was transacting business with a person at the time of the commission of a public entity crime which resulted in that person being placed on the convicted vendor list, the Planning Agency may also not accept any bid from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

Homeland Security

Planning Agency 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 new persons employed by the Planning Agency during the term of the grant agreement to perform employment duties within Florida; and 2) all new persons, including subcontractors, assigned by the Planning Agency to perform work pursuant to the contract with the Coordinator.

The Coordinator shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement. Refer to the U.S. Department of Homeland Security's website at www.dhs.gov to learn more about E-Verify.

Coordinator Not Obligated to Third Parties

The Coordinator shall not be obligated or liable hereunder to any party other than the Planning Agency.

How Contract Affected by Provisions Being Held Invalid

If any provision of this Agreement is held invalid, the provision shall be severable and 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.

Venue

This agreement shall be governed by and construed in accordance with the law of the State of Florida. In the event of a conflict between any portion of the Agreement and the Florida law, the laws of Florida shall prevail. The Planning Agency agrees to waive forum and venue and that the Coordinator shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties executed this agreement effective as of, though not necessarily executed on, the Effective Date.

Planning Agency:

BY: _____

TITLE: _____

[Handwritten signature]
Chairman

Community Transportation Coordinator

BY: _____

TITLE: _____

[Handwritten signature]
Chairman

CRISTINA BOARD OF
CRYSTAL K. KINZEL,
INTERIM CLERK

[Handwritten signature]
Attest as to Chairman's
signature only.

Approved as to form and legality

[Handwritten signature]
Assistant County Attorney

[Handwritten initials]
6/22/18

EXHIBIT A
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of the Agreement, between Collier County Board of Commissioners, the Community Transportation Coordinator and Collier County Metropolitan Planning Organization , the Planning Agency.

I. PROJECT LOCATION: Collier County

II. PROJECT DESCRIPTION: This project provides for the accomplishment of the local program administrative support duties and responsibilities as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code. The Coordinator shall accomplish such duties and responsibilities through an agreement with the Commission for the Transportation Disadvantaged's approved Designated Official Planning Agency for its respective service area. The project period will begin on the date of this agreement and will end on June 30, 2019. Specific required tasks are as follows:

TASK 1: **Weighted value = 17%**
Jointly develop and annually update the Transportation Disadvantaged Service Plan (TDSP) with the community transportation coordinator (CTC) and the Local Coordinating Board (LCB).

Deliverable: Complete initial TDSP or annual updates. Must be approved by the LCB no later than June 30th of the current grant cycle.

TASK 2: **Weighted value = 48%**
Organize and provide staff support and related resources for at least four (4) LCB meetings per year, holding one meeting during each quarter. Exceptions to reschedule meeting(s) outside of a quarter due to the imminent threat of a natural disaster may be granted by the Commission for the Transportation Disadvantaged.

Provide staff support for committees of the LCB.

Provide program orientation and training for newly appointed LCB members.

Provide public notice of LCB meetings in accordance with the most recent LCB and Planning Agency Operating Guidelines.

LCB meetings will be held in accordance with the CTD's most recent LCB and Planning Agency Operating Guidelines and will include at least the following:

1. Agendas for LCB meetings. Agenda should include action items, informational items and an opportunity for public comment.
2. Official minutes of LCB meetings and committee meetings (regardless of a quorum). A copy will be submitted along with the quarterly report. Minutes will at least be in the form of a brief summary of basic points, discussions, decisions, and recommendations. Records of all meetings shall be kept for at least five years.

3. A current full and active membership of voting and non-voting members to the LCB. Any time there is a change in the membership, provide a current membership roster and mailing list of LCB members.
4. A report of the LCB membership's attendance at the LCB meeting held during this grant period. This would not include committee meetings.

Deliverable: LCB Meeting agendas; minutes; membership roster; attendance report; training notification.

TASK 3:

Weighted value = 5%

Provide at least one public workshop annually by each LCB, and assist the CTD, as requested, in co-sponsoring public workshops. This public workshop must be held separately from the LCB meeting. It may, however, be held on the same day as the scheduled LCB meeting. It could be held immediately following or prior to the LCB meeting.

Deliverable: Public workshop agenda and minutes of related workshop only. The agenda and minutes must be separate documents and cannot be included in the LCB meeting agenda and minutes, if held on the same day. Minutes may reflect "no comments received" if none were made.

TASK 4:

Weighted value = 5%

Develop and annually update by-laws for LCB approval.

Deliverable: Copy of LCB approved by-laws with date of update noted on cover page and signature of LCB Chair or designee.

TASK 5:

Weighted value = 5%

Develop, annually update, and implement LCB grievance procedures in accordance with the CTD's most recent LCB and Planning Agency Operating Guidelines. Procedures shall include a step within the local complaint and/or grievance procedure that advises a dissatisfied person about the CTD's Ombudsman Program.

Deliverable: Copy of LCB approved Grievance Procedures with date of update noted on cover page.

TASK 6:

Weighted value = 5%

Review and comment on the Annual Operating Report (AOR) for submittal to the LCB, and forward comments/concerns to the CTD.

Deliverable: Cover Page of AOR, signed by CTC representative and LCB Chair.

TASK 7:

Weighted value = 5%

Research and complete the Actual Expenditures Report (AER) for direct federal and local government transportation funds to the CTD no later than September 15th. Complete the AER, using the CTD approved form.

Deliverable: Completed AER in accordance with the most recent CTD's AER instructions.

TASK 8:

Weighted value = 5%

Complete quarterly progress reports addressing local program administrative support accomplishments for the local transportation disadvantaged program as well as grant deliverables; including but not limited to, consultant contracts, special studies, and marketing efforts.

Deliverable: Complete Quarterly Progress Reports submitted with invoices. Quarterly Report must be signed by Planning Agency representative. Electronic signatures are acceptable.

TASK 9:

Weighted value = 5%

Planning Agency staff shall attend at least one CTD sponsored training, including but not limited to, the CTD's regional meetings or annual training workshop.

Deliverable: Documentation related to attendance at such event(s); including but not limited to sign in sheets.

**EXHIBIT B
PROJECT BUDGET**

This exhibit forms an integral part of the Agreement, between Collier County Board of County Commissioners, the Community Transportation Coordinator and Collier County Metropolitan Planning Organization, the Planning Agency.

I. PROJECT COST:

Estimated Project Cost shall conform to those eligible deliverables as indicated by Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code. For the required deliverable, compensation shall be the total maximum limiting amount of \$ 26,962 for related program administrative support services in Collier County(ies). This is a lump sum – percent complete grant to accomplish the tasks identified in the Agreement. It is not subject to adjustment due to the actual cost experience of the Planning Agency in the performance of the Agreement. The amount paid is based on the weighted value of the tasks and deliverables listed in Exhibits A and B that have been accomplished for the invoiced period. Prior to payment, the tasks performed and deliverables are subject to review and acceptance by the Commission for the Transportation Disadvantaged. The criteria for acceptance of completed tasks and deliverables are based on the most recent regulations, guidelines or directives related to the particular task and deliverable.

Task 1	17%	\$4,583.54
Task 2	48%	\$12,941.76
Task 3	5%	\$1,348.10
Task 4	5%	\$1,348.10
Task 5	5%	\$1,348.10
Task 6	5%	\$1,348.10
Task 7	5%	\$1,348.10
Task 8	5%	\$1,348.10
Task 9	5%	\$1,348.10
TOTAL:	100%	\$26,962