Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

OFFICE OF THE
SECRETARY

February 21, 2011

David Levesque
Transit Manager
Sumter County Board Of County Commissioners
229 E Anderson Avenue
Bushnell, FL 33513

Subject: Joint Participation Agreement
FM NUMBER: 428007-1-84-01
CONTRACT NUMBER: AQ701
COUNTY: Sumter

Dear Mr. Levesque:

Enclosed for your information and use is a fully executed Joint Participation Agreement, dated February 16, 2011.

If you have any questions, please call the Jo Santiago or me.

Sincerely,

Karen Adamson

Karen Adamson
Supervisor Transit and Intermodal Programs
District Five

KA/js

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION JOINT PARTICIPATION AGREEMENT

Financial Project No(s).: (item-segment-phase-sequence) 428007-1-84-01	Fund: 010	FLAIR 088774
	Function: 683	Object Code: 750012
	Federal No.: N/A	Org. Code: 55052000531
Contract No.: AQ701	DUNS No.: 80-939-7102	Vendor No.: F596-000-865-007
CFDA Number: N/A	CSFA Number: 55.012	

THIS AGREEMENT, made and entered into this 16th day of February, 2011, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and Sumter County Board of County Commissioners 7375 Powell Road, Suite 140, Wildwood, Florida 34785 hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before February 28, 2013 and this Agreement will expire unless a time extension is provided in accordance with Section 18.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under 341.051, Florida Statutes, to enter into this Agreement.

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

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in the Wildwood Circulator which will start at the Villages Sumter County Service Center located at 7375 Powell Road Wildwood, Fl. This route will service areas of Sumterville, Coleman, Royal, and Oxford. The service is further described in Attachment 1.

and as further described in Exhibit(s) A, B, C, D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and 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.

2.00 Accomplishment of the Project

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof.

3.00 Project Cost: The total estimated cost of the project is $ $134,000.00 . This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of $ $67,000.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

(a) Legislative approval of the Department's appropriation request in the adopted work program year that the project is scheduled to be committed;

(b) Availability of funds as stated in Section 17.00 of this Agreement;

(c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;

(d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding ○ is ◉ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Retainage : Retainage ○ is ◉ is not applicable. If applicable, N/A percent of the Department's total share of participation as shown in paragraph 4.00 is to be held in retainage to be disbursed, at the Department's discretion, on or before the completion of the final project audit.

6.00 Project Budget and Payment Provisions:

6.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved by the Department Comptroller.

6.20 Payment Provisions: Unless otherwise allowed under Section 4.20, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

7.00 Accounting Records:

7.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Documentation of the project account shall be made available to the Department upon request any time during the period of the Agreement and for three years after final payment is made.

7.20 Funds Received Or Made Available for The Project: The Agency shall appropriately record in the project account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Department pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the project, which Department payments and other funds are herein collectively referred to as "project funds". The Agency shall require depositories of project funds to secure continuously and fully all project funds in excess of the amounts insured under federal plans, or under State plans which have been approved for the deposit of project funds by the Department, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State Law for the security of public funds, or as approved by the Department.

7.30 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

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

7.50 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

7.60 Audit Reports: In addition to the requirements below, the Agency agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department, including but not limited to site visits and limited scope audits. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the State Comptroller or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of three years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

7.61 Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, and/or other procedures. The Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

7.62 Audits:

Part I Federally Funded: If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, Paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133.

3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from resources obtained from other than Federal entities.

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II State Funded: If the Agency is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from nonstate entities.

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III Other Audit Requirements

1. The Agency shall follow-up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

2. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Section 7.62 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, by or on behalf of the recipient directly to each of the following:

   A. The Department at each of the following addresses:

   Florida Department of Transportation
   Attenion: Dianne Peek
   719 South Semoran Blvd.
   Deland, FL 32720

   B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, submitted to the following address:

   Federal Audit Clearinghouse
   Bureau of the Census
   1201 East 10th Street
   Jeffersonville, IN 47132

   C Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133.

2. In the event that a copy of the reporting package for an audit required by Section 7.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

   Florida Department of Transportation
   Attenion: Dianne Peek
   719 South Semoran Blvd.
   Deland, FL 32720

   In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, and any management letters issued by the auditor, to the Department at each of the following addresses:

   Florida Department of Transportation
   Attenion: Dianne Peek
   719 South Semoran Blvd.
   Deland, FL 32720

3. Copies of financial reporting packages required by Section 7.62 Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

   A. The Department at each of the following addresses:

   Florida Department of Transportation
   Attenion: Dianne Peek
   719 South Semoran Blvd.
   Deland, FL 32720

   B. The Auditor General's Office at the following address:

   Auditor General's Office
   Room 401, Pepper Building
   111 West Madison Street
   Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by Section 7.62 Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

   A. The Department at each of the following addresses:

   Florida Department of Transportation
   Attenion: Dianne Peek
   719 South Semoran Blvd.
   Deland, FL 32720

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

7.63 Record Retention: The 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 Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, 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 Department 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 Department upon request. Records of costs incurred include the Participant'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 Department for a proper audit of costs.

7.64 Other Requirements: If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.

7.65 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. In the event this Agreement is for purchase of land or for the construction of infrastructure such as airport runways the Department may waive or modify this section.

8.00 Requisitions and Payments:

8.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Five Public Transportation Office 133 South Semoran Boulevard, Orlando , FL, 32807 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 7.10 hereof) to justify and support the payment requisitions.

8.11 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

8.12 Invoices for any travel expenses shall be submitted in accordance with Chapter 112.061, F.S. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

8.13 For real property acquired, submit;

(a) the date the Agency acquired the real property,
(b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
(c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

8.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

8.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

8.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

8.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

8.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein; or

8.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

8.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

8.30 Disallowed Costs: In determining the amount of the payment, prior to receipt of annual notification of funds availability, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department and costs invoiced prior to receipt of annual notification of fund availability.

8.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

9.00 Termination or Suspension of Project:

9.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

9.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

10.00 Remission of Project Account Upon Completion of Project: Upon completion of the project, and after payment, provision for payment, or reimbursement of all project costs payable from the project account is made, the Agency shall remit to the Department its share of any unexpended balance in the project account.

11.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

12.00 Contracts of the Agency:

12.10 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

12.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

12.30 Disadvantaged Business Enterprise (DBE) Policy

12.31 DBE Policy: The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

12.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

13.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. 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. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

13.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

13.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601,et seq., which among other things, prohibits discrimination in housing on the basis of race, color, national origin, creed, sex, and age.

13.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

13.50 Prohibited Interests: The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

13.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

14.00 Miscellaneous Provisions:

14.10 Environmental Pollution: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

14.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

14.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

14.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, 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.

14.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

14.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

14.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

14.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

14.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

14.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

15.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations concerning any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department as provided in 8.23.

16.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

17.00 Appropriation of Funds:

17.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

17.20 Multi-Year Commitment: In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

18.00 Expiration of Agreement: The Agency agrees to complete the project on or before February 28, 2013. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the District 5 Director of Transportation Development. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

18.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement.

19.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

20.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

21.00 Restrictions on Lobbying:

21.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

21.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

22.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Hotline, 877-693-5236.

23.00 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

24.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

25.00 E-Verify: The 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 persons employed by the Agency during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Agency to perform work pursuant to the contract with the Department.

Financial Project No(s). 428007-1-84-01

428007-1-84-01

Contract No. AQ701

Agreement Date February 16, 2011

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

Sumter County Board of County Commissioners
AGENCY NAME

Bradley S. Arnold
SIGNATORY (PRINTED OR TYPED)

SIGNATURE

County Administrator
TITLE

FDOT

See attached Encumbrance Form for date of Funding Approval by Comptroller

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

DEPARTMENT OF TRANSPORTATION

District 5 Director of Transportation Development
TITLE

Financial No. 428007-1-84-01
Contract No. AQ701

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida Department of Transportation and Board of Sumter County Commissioners dated February 16, 2011.

PROJECT LOCATION: **Sumter County Board of County Commissioners**
Sumter County Transit
7375 Powell Road, Suite 140
Wildwood, Fl 34785

Mr. David Levesque
Transit Manager
(352) 568-6683

PROJECT DESCRIPTION:
This agreement provides for the Department's participation in the Wildwood Circulator which will start at the Villages Sumter County Service Center located at 7375 Powell Road Wildwood Florida. This route will service areas of Sumterville, Coleman, Royal, and Oxford. This is a "flag down" route where passengers may catch the bus anywhere along the route. The route can deviate up to three quarters of a mile for pickups. A transfer point to meet up with other routes will include the new Winn Dixie Plaza at the intersection of Highway 301 and State Road 44. Further details are available in Attachment 1.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Management Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

N/A

Financial No. 428007-1-84-01
Contract No. AQ701

EXHIBIT "B"

PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida Department of Transportation and Board of Sumter County Commissioners 7375 Powell Road, Suite 140, Wildwood, FL 34785 dated February 16, 2011.

I. PROJECT COST:

	Year 1	Year 2	Total
Wildwood Circulator Year One – 1,355.7 hours x $52.00/hr Year Two – 1,355.7 hours x $52.00/hr	$70,500	$70,500	$141,000
Marketing	$1500	$1500	$ 3,000
TOTAL PROJECT COST	**$ 72,000**	**$72,000**	**$ 144,000**
Less Farebox	$5,000	$5,000	$10,000
NET PROJECT COST	**$67,000**	**$67,000**	**$134,000**

II. PARTICIPATION:

Maximum Federal Participation				
FTA, FAA	(%) or			$
Agency Participation				
In-Kind	(%)			$
Cash	(50%) or	$ 33,500	$ 33,500	$ 67,000
Other (farebox)	(%)	$ 5,000	$ 5,000	$ 10,000
Maximum Department Participation,				
Primary				
~~(DS)(DDR)(DIM)(PORT)~~(DPTO)(50%) or		$ 33,500	$ 33,500	$ 67,000
Federal Reimbursable ~~(DU)(FRA)(DFTA)~~	(%) or			$
Local Reimbursable ~~(DL)~~	(%) or			$
TOTAL PROJECT COST				**$ 144,000**

* The Department will fund up to 50% of the Net Project Cost which is the total project cost minus the farebox.

EXHIBIT "C"
Service Development

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Board of Sumter County Commissioners, 7375 Powell Road, Suite 140, Wildwood, FL 34785 dated February 16, 2011.

This Agreement is in conformance with Chapter 341.051, Florida Statutes.

JPA Modifications

1. Delete subparagraph 4.10 [c] in its entirety.

2. Add the following sentence at the end of the existing paragraph 7.40: "Such records shall be maintained by the Agency for five years after final payment and made available upon the Department's request."

3. Delete the following language from the end of paragraph 8.30: "and costs attributable to goods and services received under a contract or other arrangements which has not been approved in writing by the Department."

4. Delete paragraphs 12.10 and 12.20 in their entirety and replace it with the following language: "It is understood and agreed by the parties hereto that participation by the Department in this project is contingent on the agency complying in full with all provisions of Chapter 287, Florida Statutes." Counsel for the Agency shall provide written certification to the Department of the Agency's compliance with Chapter 287, prior to request for reimbursement.

Special Requirements

The Agency will submit Semi-Annual Progress Reports on monthly ridership data. Reports are due to the District Five Public Transportation Office not later than January 20th for the period ending December 31st and July 20th for the period ending June 30th. The first progress Report will be due by July 20th, 2011.

Semi-Annual Reports will include the data as described in Attachment 2 of this Agreement and responses to the survey as described in Attachment 3.

The Agency must report on work efforts and provide a detailed, side-by-side comparison of the project goals and actual service data as outlined in Attachment 4.

The Agency will submit a Proposed Time Line (Attachment 5) for Service Development Activities prior to the commencement of the project.

FINAL REPORT

At any time when it becomes necessary to terminate the project or at the end of the two years, a Final Report will be submitted by the Agency. This report will accompany the Final Invoice for reimbursement. The Final Report will include the following:

1. An evaluation of the attainment of the goals and objectives.
2. The reasons any of the goals were not met.
3. The benefit accrued by the Agency.
4. A statement of the Agency's intent to continue with the service demonstrated.

Financial No. 428007-1-84-01
Contract No. AQ701

EXHIBIT "D"

STATE AGENCY: Florida Department of Transportation

CSFA #: 55.012

TITLE: Public Transit Service Development Program

AMOUNT: $67,000.00

COMPLIANCE REQUIREMENTS

Allowed Activities:
Public Transportation Service Development projects specifically include projects involving the use of new technologies, services, routes, or vehicle frequencies, the purchase of special transportation services, and other such techniques for increasing service to the riding public as are applicable to specific localities and transit groups.

Projects involving the application of new technologies or methods for improving operations, maintenance, and marketing in public transit systems can be funded through the Public Transportation Service Development Program.

Allowed Costs:
Public Transportation Service Development Project funds are selectively applied in the following functional areas and subject to specified times of duration:

> Improving system operations, including but not limited to, realigning route structures, increasing system average speed, decreasing deadhead mileage, expanding area coverage, and improving schedule adherence, for a period up to 3 years.

Matching:
FDOT is authorized to fund up to 50 percent of the capital and net operating costs of Transit Service Development Projects that are local in scope and that will improve system efficiencies, ridership, or revenue.

Compliance Requirements Applicable to the State Resources Awarded Pursuant to This Agreement are as follows:
The recipient of Public Transit Service Development Program funding must comply with the statutory requirements in 341.051 Florida Statutes.

Attachment 1

FDOT – DISTRICT 5
SERVICE DEVELOPMENT GRANT APPLICATION

Project Title: North Sumter Shuttle
Project Sponsor: Board of Sumter County Commissioners
Contact: Marie Nicolette
Organization and Title: Sumter County Transit, Transit Coordinator
Address: 229 East Anderson Avenue, Bushnell, Florida 33513
Phone: 352-568-6683
Fax: 352-568-6679
Email: marie.nicolette@sumtercountyfl.gov

RECEIVED
JUL 07 2009
PLANNING/PTO

A. DATE OF APPLICATION: June 3, 2009

B. AGENCY: Board of Sumter County Commissioners, d/b/a Sumter County Transit

C. PUBLIC AGENCY FOR PASS-THROUGH FUNDING: N/A

D. PROJECT TYPE: Extension of existing service routes in The Villages to include two extended circulator routes in the City of Wildwood area. (2.d. Expansion of an Existing Service, Extend Existing Route)

E. MAXIMUM PROJECT DURATION: Two Years

F. PROJECT LOCATION: Northern Sumter County, Florida. See Attachment A-1 for Project Location Map, Attachment A-2 – Enhanced Area Map, Attachment A-3 – Existing Routes, Attachment A-4 – Proposed Restructured Villages Routes and Attachment A-5 – Proposed Wildwood Routes.

G. PROJECT SCHEDULE: The proposed project implementation date is scheduled to begin in the 2010/2011 State Fiscal year. The planned completion date for this project is two years after start date. Refer the Attachment B for a schedule of the detailed project milestones.

H. PROJECT BACKGROUND: Sumter County adopted its Transportation Disadvantaged Service Plan (TDSP) in September 2003. Section II – Service Plan, pages 2-2 and 2-3 of the TDSP identifies areas of the County to be served by a service route. Since the inception of our service routes in The Villages, customers have been both appreciative and loyal riders. The buses on the service routes and the proposed expanded circulator routes in the Wildwood area will be allowed to deviate. This specific project will be identified in length in the TDSP updates in August, 2009.

The Villages and Wildwood communities are the most populated portions of Sumter County. In addition to rapid residential growth in The Villages, many more medical facilities have been added to the area. Dialysis centers, doctors' officer and a hospital have already opened with the possibility of more expansion. These medical facilities provide service to other portions of the County with the enhanced public transportation system.

The two extended Wildwood routes would integrate at a transfer station located at the Wildwood Shopping Center and/or continue to The Villages. In order to merge the routes together with the Lake County Xpress,

theses service routes will continue on the route and connect at the Spanish Springs Station on Highway 441/27 for passengers continuing on into Lake County. The area is growing rapidly. Expansion of the current service routes in The Villages and the addition of a Wildwood circulator route should help to alleviate costly demand-response services.

I. PROJECT GOALS / OBJECTIVES: The Board of Sumter County Commissioners proposes to provide enhanced comprehensive transportation services to the citizens residing in the northern portion of Sumter County. The proposed plan will allow flexibility and increase travel opportunities for transit users from the City of Wildwood, The Villages, and surrounding communities as well as the more rural areas around Coleman, Royal, and Oxford. Because of the reductions of funds for the transportation of special transit user groups, expanding and restructuring the current routes in The Villages by the addition of two circulator routes in Wildwood, with point deviations, are recommended solutions to better serve the northern portion of Sumter County.

All Sumter County vehicles are wheelchair equipped. The agency will use existing buses, and capital expense for buses is not included in this proposal. A marketing plan will be developed including involvement of the local media to ensure our citizens of Sumter County are made aware of the circulator route service in the Wildwood area. New schedules will be printed and dispersed in advance of the start date.

The three buses will be scheduled to operate the circulator route in Wildwood will have a collective total of 5,250 hours for the two year period, running 5 days a week, excluding holidays, 50 weeks per year. The rate per vehicle hour is $52, which includes administration, salaries, maintenance, and operating costs. Promotional costs including advertising and printing costs are approximately $5,000 for the two-year project. The total estimated cost of the two-year project is $278,000. Section N, Project Budget, provides details regarding project costs.

Our objectives are:

- To increase travel opportunities for the general public as well as special transit users and meet travel needs at a lower cost than by using the demand-response services.
  - Measure by comparing the cost and number of passenger trips per month transported during the same month of the previous year.
  - Compare the cost per passenger trip on demand response to the per passenger trip cost on the service routes. This information will be used as a measure to determine the performance on this project.
- To achieve a farebox return of 10 percent or greater of the total project cost upon completion of the project.

J. PROGRESS REPORTS: The progress of the project will be monitored on a daily basis and a semi-annual report will be prepared and submitted to FDOT. At anytime when the project appears to fall below expectations, a complete review of the project will be accomplished to determine whether it should be modified or terminated. If the decision is to terminate the project, then a final report will be prepared summarizing the reasons the project failed. If the project is to be continued, a request for continuance shall be submitted with recommendations on how the project can be improved.

Upon successful completion of the project, a final report will be prepared summarizing the performance achieved based on criteria established at the beginning of the project and whether or not the Agency will continue service.

Progress reports will be provided to FDOT during the following stages:

- Initial Grant Application (See Attachment C)
- Semi-Annual Progress Reports (every July 20 an January 20) containing information required in the JPA
- Final Progress Report due prior to submission of the final invoice (See Attachment D)

K. OPERATIONAL RESPONSIBILITIES: Sumter County Transit will be responsible for implementing this project.

L. BENEFIT TO OTHER SYSTEMS: The strongest benefit to other systems will be the availability of service for passengers traveling to Lake County. Service routes in The Villages will continue to converge at the Spanish Springs Station on Highway 441/27 to connect with the Lake Xpress route. Another key fact is the City of Wildwood does not have public transportation service by a deviated fixed route.

Other transit systems can use data collected during project development to assist them in developing service routes. Marketing plans and materials used to promote the project will be available to others. The final report may include problems experienced that others can avoid during implementation of their projects. Success stories will also be shared with other systems.

M. PROJECT BUDGET: This project is local in scope.

I. Project Cost	Year One	Year Two	Total
Operating/Administrative Costs (5,520 Hours/Year X $52/Hour)	$136,500	$136,500	$273,000
Marketing/Promotional	$ 3,000	$ 2,000	$ 5,000
Capital Costs	0	0	0
Total Project Costs	$139,500	$138,500	$278,000
II. Participation			
Federal Share (FTA)	$ 67,250	$ 66,750	$134,000
Local Share / Match	$ 33,625	$ 33,375	$ 67,000
Farebox Revenue	$ 5,000	$ 5,000	$ 10,000
State Share (Up to 50% of Total Project Costs Less Federal Share and Farebox)	$ 33,625	$ 33,375	$ 67,000
Total Project Costs	$139,500	$138,500	$278,000

N. COST JUSTIFICATION: The operating and administrative cost of $52.00 per hour (see above in Project Budget section) is based on:

Operating and Administrative Itemized Cost	Per Hour
Average Driver Hourly Wage	$12.00
Average Fuel Cost Per Day	$18.00
Average Hourly Maintenance	$20.00
Administrative Costs	$ 2.00
Total	$52.00 per hour

ATTACHMENT 2
Wildwood Circulator

1. Number of Passengers	Passengers utilizing the service.
2. Vehicle Miles	Total distance traveled by service, including revenue miles and deadhead miles.
3. Revenue Miles	Number of miles of vehicle operation while in active service (available to pick up revenue passengers). This number is smaller than vehicle miles because of the exclusion of deadhead miles such as vehicle miles from the garage to the start of service, vehicle miles from the end of the service to the garage, driver training, and other miscellaneous miles that are not considered to be in direct revenue service.
4. Vehicle Hours	The total hours of operation by revenue service vehicles including hours consumed in passengers and deadhead travel.
5. Revenue Hours	Total hours of operation by revenue service vehicles in active revenue service.
6. Route miles	Mileage that the service operates over the route traveled by vehicles in revenue service.
7. Number of route stops	The number of stops along the route to pick-up/drop-off passengers.
8. Number of Incidents	The number of times the service was stopped due to mechanical failures, traffic accidents, etc.
9. Operating Costs	Total spending on service including administration, maintenance and operation of vehicles.
10. Average Fare	The fare paid by passengers to use the service.
11. Farebox Recovery	Ratio of passenger fare revenue to total operating expenses; an indicator of the share of revenues provided by the passengers.

ATTACHMENT 3
Wildwood Circulator

1. Is the service started? If yes, go to question 2.
   1a. If not, please explain why?
   1b. When is service expected to commence?
2. Assess the service/ project goals and compare with the actual numbers.
3. If the actual numbers are lower than the project goals, what strategies will be implemented to achieve the project goals?
4. What lessons have been learned?
5. Have there been any interruptions in the service?
   5a. If yes, please describe.
6. What measures have been taken to reduce and/or eliminate the problem?
7. Have there been any other changes to the service?
   7a. If yes, please describe.
8. What are the plans for future service?

Financial Project No. 428007-1-84-01
Contract No. AQ701

ATTACHMENT 4
Wildwood Circulator
Progress Report

	Current (Prior to Implementation)	6/30/11	12/31/11	6/30/12	12/31/12	Total	Goal
Number of Passengers							
Vehicle Miles							
Revenue Miles							
Vehicle Hours							
Revenue Hours							
Route Miles							
Number of Route Stops							
Number of Incidents							
Operating Costs							
Average Fare							
Farebox Recovery							

Financial Project No. 428007-1-84-01
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ATTACHMENT 5
Wildwood Circulator
Proposed Timeline

Month	Service Initiation	Marketing	Special Events
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			
January			
February			