

RESOLUTION NO. 10-849

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING A SUBRECIPIENT AGREEMENT BETWEEN THE TOWN OF MIAMI LAKES AND SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY FOR ADMINISTRATION OF GRANT FUNDING; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE TOWN OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE OF THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Miami Lakes was awarded Federal grant money in order to procure environmentally friendly busses and certain shuttle bus amenities (“Shuttle Bus Amenities”); and

**WHEREAS**, it is necessary to work with a Federally registered and pre-qualified organization in order to secure the funds for use; and

**WHEREAS**, in April 2010, the Town entered into an Interlocal Agreement with South Florida Regional Transportation Authority (SFRTA) as a Federally registered and pre-qualified organization capable of acting as a grantee to pass through grant funds to the Town as a subrecipient; and

**WHEREAS**, SFRTA and the Town wish to enter into a Subrecipient Agreement (the “Subrecipient Agreement”) for federal funding pass-through arrangement for the Town to purchase the Shuttle Bus Amenities; and

**WHEREAS**, the Town was allocated \$294,000 in grant funds for purchase of the Shuttle Bus Amenities; and

WHEREAS, the grant has a matching fund requirement of \$52,920 to be paid by state toll revenue credits as a “soft match”.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

**Section 1. Recitals.** The above Recitals are true and correct and incorporated herein by this reference.

**Section 2. Approval of Subrecipient Agreement.** The Subrecipient Agreement between the Town of Miami Lakes and South Florida Regional Transportation Authority is required under the FTA program to provide for implementation of the Interlocal Agreement and the administration of the grant funds, a copy of which is attached as Exhibit “A” (the “Subrecipient Agreement”), together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

**Section 3. Execution of Agreement.** The Town Manager is authorized to execute the Agreement and the Subrecipient Agreement on behalf of the Town, to execute any required agreements and/or documents to implement the terms and conditions of the Subrecipient Agreement and to execute any extensions and/or amendments to the Subrecipient Agreement, subject to the approval as to form and legality by the Town Attorney.

**Section 4. Authorization of Town Officials.** The Town Manager and Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Subrecipient Agreement.

**Section 5. Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the Town Manager pursuant to the Town’s Purchasing Procedures Ordinance, the

Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Subrecipient Agreement.

**Section 6. Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 12 day of October 2010.

Motion to adopt by Pizzi, second by Collins.

FINAL VOTE AT ADOPTION

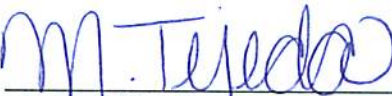
Mayor Michael Pizzi	<u>yes</u>
Vice Mayor Nick Perdomo	<u>yes</u>
Councilmember Mary Collins	<u>yes</u>
Councilmember Tim Daubert	<u>yes</u>
Councilmember Nelson Hernandez	<u>yes</u>
Councilmember Ceasar Mestre	<u>yes</u>
Councilmember Richard Pulido	<u>yes</u>




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Michael Pizzi  
MAYOR

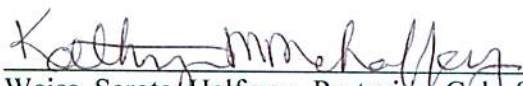
ATTEST:




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Marjorie Tejada  
TOWN CLERK

Approved as to form and legality for the use and benefit of the Town of Miami Lakes only:




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Weiss, Serota, Helfman, Pastoriza, Cole & Boniske, P.L.  
TOWN ATTORNEY

## SUBRECIPIENT AGREEMENT

Subrecipient: The Town of Miami Lakes	Grant Number: FL-04-0114-00
Address: 15700 NW 67 Avenue Suite 302, Miami Lakes, FL 33014	
Project Description: Purchase of New Trolley	
Project Activity Period: October 1, 2010 through September 30, 2012	
Estimated Project Amount: \$ 294,000	SFRTA Action
Section 5309 : \$ 294,000	Item No:
Local Match: Toll Revenue Credit \$ 52,920	Date:
Federal Grant No: FL-04-0114-00	
CFDA No. : 20500	

### AGREEMENT

**THIS AGREEMENT** is made and entered into by and between the South Florida Regional Transportation Authority (“SFRTA”) and the Town of Miami Lakes (“the Town”), each acting by and through its duly authorized officers.

**WHEREAS:**

1. SFRTA, acting in its role as the Miami Urbanized Area Designated Recipient, submitted an application to the Federal Transit Administration (FTA) for federal grant funds under the FTA’s Fixed Guideway Modernization Program Apportionment for Bus and Bus Related Facilities to 49 U.S.C. Section 5309, which included the Town’s Earmark project as described herein.
2. The FTA’s Section 5309 is authorized under the provisions set forth in the Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users, (SAFETEA-LU), enacted on August 10, 2005, as codified at 49 U.S.C. 5309.
3. The FTA’s Section 5309 for Buses and Bus Related Equipment and Facilities program provides capital assistance for new and replacement buses, related equipment, and facilities

4. SFRTA received Section 5309 Earmark Funds from the FTA pursuant to grant number (FTA FL-04-0114-00).
5. This Agreement is intended to memorialize the terms under which the Town is to receive the FTA grant funds.

NOW, THEREFORE, SFRTA and the Town agree as follows:

**ARTICLE I. THE TOWN WORKSCOPE: APPROVED BUDGET AND MATERIAL REPRESENTATIONS**

- 1.01 **Workscope.** The Town agrees to perform and complete in a satisfactory and proper manner the Workscope specified on **Exhibit A** (FTA Grant Application) in accordance with the terms and conditions of this Agreement. The Workscope details the activities to be completed by the Town and a proposed schedule for the completion of the Workscope. All Workscope activities must be consistent with the approved Workscope and the approved budget detailed below. Any proposed change in the scope of work is not effective until the Town receives written approval from SFRTA Project Manager.
- 1.02 **Approved Budget.** The Town agrees to complete the Workscope in accordance with the approved Budget specified on **Exhibit A**. The approved budget details the cost associated with each scope of work activity. Any request for re-budgeting in excess of twenty percent (20%) of the approved budget must be in writing and approved in writing by SFRTA Project Manager. Re-budgeting of project funds among the existing approved budget items of the Workscope are allowable without prior approval if the amount of project funds to be transferred is less than twenty percent (20%) of the approved budget. However, re-budgeting between operating and capital line items is not allowable due to differing match requirements.
- 1.03 **Material Representations.** The Town agrees that all representations contained in its application for grant assistance are material representations of fact upon which SFRTA relied in awarding this grant and are incorporated by reference into this Agreement.

**ARTICLE II. AUTHORIZED USE OF GRANT AND MATCHING FUNDS; ELIGIBILITY OF COST**

- 2.01 **Authorized Use of Grant and Matching Funds.** The Town is only authorized to use the grant funds subject to this agreement for costs directly incurred for the performance of the Workscope during the Project Activity Period as specified in section 6.01, and in accordance with the Approved Budget.
- 2.02 **Eligibility of costs.** All expenses are subject to FTA regulations including:
  - *FTA Master Agreement* (<http://www.fta.dot.gov/documents/16-Master.pdf>)
  - *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*, 49 CFR Part 18 ([http://www.access.gpo.gov/nara/cfr/waisidx\\_06/49cfr18\\_06.html](http://www.access.gpo.gov/nara/cfr/waisidx_06/49cfr18_06.html))

- *Uniform Administrative Requirements for Grants and Agreements with Institution of Higher Education, Hospitals, and other Non-Profit Organizations, 49 CFR Part 19* (if applicable)
- ([http://www.access.gpo.gov/nara/cfr/waisidx\\_05/49cfr19\\_05.html](http://www.access.gpo.gov/nara/cfr/waisidx_05/49cfr19_05.html))
- *Grant Management Requirements, FTA Circular 5010.1D*  
([http://www.fta.dot.gov/laws/circulars/leg\\_reg\\_8640.html](http://www.fta.dot.gov/laws/circulars/leg_reg_8640.html))
- *Third Party Contracting Guidance, FTA Circular 4220.1F,*  
([http://www.fta.dot.gov/laws/circulars/leg\\_reg\\_8641.html](http://www.fta.dot.gov/laws/circulars/leg_reg_8641.html)) (See also paragraph 10.05)
- *Capital Investment Program Guidance and Application Instructions,*  
FTA Circular C 9300.1B ([http://www.fta.dot.gov/laws/circulars/leg\\_reg\\_8642.html](http://www.fta.dot.gov/laws/circulars/leg_reg_8642.html))

The Town acknowledges that the federal requirements in this Article and throughout this Agreement are subject to change and agrees that the most recent of these requirements shall govern this Agreement at any particular time.

The listed documents are incorporated by reference into this Agreement. Copies of these documents are available at the internet websites indicated or, upon request by the Town, from SFRTA.

### **ARTICLE III. GRANT AMOUNT, MATCH AND PAYMENT**

- 3.01 Maximum Federal Grant Amount.** SFRTA awards to the recipient a grant of up to \$294,000 for the Workslope.

The Town agrees to pay SFRTA a fee for the administration of these funds in the amount of 10% of the total amount awarded, or \$29,400. The fee will be subtracted from the total amount of funding available to the Town.

SFRTA shall bear no responsibility for cost overruns that may be incurred by the Town in performance of the Workslope. If it appears likely that additional funds will be needed to complete the Workslope, the parties will meet to discuss the possibility of amending this Agreement.

- 3.02 Subrecipient Match.** The Town has an obligation under this Agreement to share in the costs of project by providing a local match from sources other than from FTA funds, i.e., not less than \$52,920 against the respective Maximum Grant Amounts. For the purposes of this grant (FTA FL-04-0114-00), the Florida Department of Transportation by memorandum dated June 24, 2010, has authorized the use of State Toll Revenue Credits to be used as the “soft match” for this grant. The State Toll Revenue Credits will be used to fulfill the Town’s local match obligation. If the final expenses for the Workslope are less than the Estimated Project Amount, then local match shall be reduced to twenty percent (20%) of the final Workslope amount as approved by the FTA. If the final expenses for the Workslope exceed the Estimated Project Amount, the Town is responsible for providing the funds to cover the final costs and expenses.

- 3.03 Reimbursement.** Expenses will be reimbursed by SFRTA based on submission of an invoice from the Town using form attached hereto as **Exhibit B**. Invoices should be submitted in triplicate on the approved form with the following attachments on each copy:

- A. Copies of all receipts for expenses paid during the period; and
- B. Disadvantaged Business Enterprise (DBE) report for each third-party contract using the approved form attached hereto as **Exhibit C** (see section 5.04).

The Town shall submit any additional data and information requested by SFRTA to support the Town reimbursement request and shall submit any additional data and information that may be required by the federal government for reporting to the FTA.

Upon SFRTA review and approval of the Town request, SFRTA will distribute to the Town the approved reimbursement amount. SFRTA may deny part of any reimbursement request if it reasonably believes that it is not a supportable Workscope expense. If SFRTA intends to deny a reimbursement request, it will first submit the disputed amount to the FTA for its determination as to the use of funds along with any supporting documentation provided by the Town. The FTA's determination will be final. No reimbursement request will be made which would cause the distribution of grant funds to exceed, cumulatively, through such payment, the limits in Article III. Distribution of any funds or approval of any report is not to be construed as SFRTA waiver of any Town noncompliance with this Agreement.

- 3.04 Repayment of Unauthorized Use of Grant Funds.** Upon a finding by SFRTA that the Town has made an unauthorized or undocumented use of grant funds, and upon a written demand for repayment issued by SFRTA, the Town shall promptly repay such amounts to SFRTA. If the Town disputes SFRTA's determination, SFRTA will submit the disputed amount to the FTA for its determination as to the use of funds along with any supporting documentation provided by the Town. The FTA's determination will be final.
- 3.05 Reversion of Unexpended Grant Funds.** All funds granted by SFRTA under this Agreement that have not been expended for Workscope activities during the Project Activity Period shall revert to SFRTA.
- 3.06 Grant Contingent on Federal Funding.** The Town acknowledges and agrees that SFRTA payment of funds under this Agreement is contingent on SFRTA receiving grant funds from the FTA. If, for any reason, the FTA reduces the amount of SFRTA FTA Grant, or otherwise fails to pay part of the cost or expense of the Workscope in this Agreement, only outstanding incurred costs shall be eligible for reimbursement. The Town, its contractors, and subcontractors further agree to pay any and all lawful claims arising out of or incidental to the performance of the Workscope covered by this Agreement in the event the FTA does not pay the same, and in all events, agrees to hold SFRTA harmless from those claims and from any claims arising out of this Agreement relating to funding. Notwithstanding any other provisions of the Agreement, in the event the FTA rescinds funding for the FTA Grant, SFRTA may immediately terminate this Agreement by written notice to the Town.

#### **ARTICLE IV. ACCOUNTING AND RECORDKEEPING REQUIREMENTS**

- 4.01 Documentation of Workscope Costs.** All costs charged to the Workscope, whether paid with grant funds or charged as the Town match, if any, must be supported by proper documentation,

including properly executed payrolls, time records, invoices, contracts, receipts for expenses, vouchers, evidencing in detail the nature and propriety of the charges.

**4.02 Establishment and Maintenance of Workscope Information.** The Town agrees to establish and maintain accurate, detailed and complete separate book, accounts, financial records, documentation, and other evidence relating to: (a) the receipt and expenditure of all grant funds. These documents shall include the property records required by Article VIII of this Agreement. The Town shall establish and maintain all such information in accordance with generally accepted accounting principles and practices and shall remain intact all Workscope information until the latest of:

- A. Six (6) years following the term of this Agreement; or
- B. If any litigation claims, or audit is commenced during either such period, when all such litigation, claims or audits have resolved.

**4.03 Audit.** The accounts and records of the parties relating to this Agreement shall be audited in the same manner as all other accounts and records of the Town are audited. During the time of maintenance of information under paragraph 4.02, authorized representatives of SFRTA, the Legislative Auditor and or State Auditor, the United States Secretary of Transportation, the FTA Administrator, and the United States Comptroller General will have access to all such books, records, documents, accounting practices and procedures, and other information for the purpose of inspection, audit, and copying during normal business hours. The parties will provide facilities for such access and inspection.

## **ARTICLE V. REPORTING AND MONITORING REQUIREMENTS**

**5.01 Quarterly Milestone Progress Reports.** The Town shall submit quarterly milestone progress reports to SFRTA. SFRTA shall provide the Town with an electronic version of the milestone progress report that the Town must complete. Each quarterly progress report must include a detailed summary of the completed Workscope activities and a report on the Workscope schedule. Both SFRTA and the Town must approve each quarterly milestone progress report. The Quarterly progress reports are due as follows:

- **January 15 for quarter October 1 – December 31**
- **April 15 for quarter January 1 – March 31**
- **July 15 for quarter April 1 – June 30**
- **October 15 for quarter July 1 – September 30**

**5.02 Final Reports.** Upon completion of the Workscope and not later than sixty (60) calendar days after the end of the Project Activity Period, the Town must submit a final progress report and a final financial status report of expenditures for the full Workscope that contains a final accounting of the grant matching expenditures. If outstanding claims related to work occurring during the Project Activity Period still exist sixty (60) days following the end of the Project Activity Period, the submission of the Final Report shall automatically extend until all outstanding claims have been resolved. The final report must include inventory of Workscope property as required by Article VIII of this Agreement.



- 5.03 Contents of Reports.** The Town agrees to report completely and to provide SFRTA with any additional or follow-up information as may be requested by SFRTA.
- 5.04 DBE Reporting Requirements.** The Town shall provide SFRTA with reports on all DBE activity (see section 10.05) for each third-party agreement in the form attached hereto as **Exhibit C** and based on the procurement process established for the Town in the *FTA Master Agreement (16), Section 15 Procurement* (see Section 2.02 for web link).
- 5.05 Other Monitoring Activities.** To assist SFRTA in monitoring compliance with this Agreement, the Town agrees to attend meetings as requested by SFRTA and to permit site visits by SFRTA staff, during business hours, upon reasonable notice. The Town agrees to submit to SFRTA a copy of any promotional information regarding the Workscope disseminated by the Town during the term of this Agreement.
- 5.06 Changed Conditions.** The Town agrees to notify SFRTA immediately of any change in conditions, law, ordinance, or regulation, or any other event that may affect the Town's ability to perform the Workscope in accordance with the terms of this Agreement.
- 5.07 Special Reporting Requirements.** SFRTA is required to report to the FTA regarding activities. Accordingly, the Town agrees to provide SFRTA with any additional follow-up information reasonably requested by SFRTA in order to meet SFRTA reporting requirements. Specific reporting requirements are set forth in the *FTA Master Agreement (16), Section 8 Reporting, Record Retention and Access* (see section 2.02 for web link)..

#### **ARTICLE VI. PROJECT ACTIVITY PERIOD; TERM; TERMINATION**

- 6.01 Project Activity Period.** The Town agrees to complete all Workscope activities during the period from October 1, 2010 through September 30, 2012 (Project Activity Period). Grant funds may not be used to reimburse costs for any Workscope activities taking place before the beginning or after the end of the Project Activity Period.
- 6.02 Term.** The term of this Agreement shall extend from the effective date of this Agreement to a date sixty (60) calendar days following the end of the Project Activity Period to permit close out of this Agreement. If outstanding claims related to work occurring during the Project Activity Period still exist sixty (60) calendar days following the end of the Project Activity Period, the Term of this Agreement shall automatically extend for an additional ninety (90) calendar days in order to resolve any and all outstanding claims.
- 6.03 Termination.** Termination of this Agreement by either party shall be governed by the provisions of the *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*, 49 CFR Part 18 (see section 2.02 for web link).
- 6.04 Effect of Workscope Closeout or Termination.** The Town agrees that Workscope closeout or termination of this Agreement does not invalidate continuing obligations imposed on the Town by this Agreement. Project closeout or termination of this Agreement does not alter the authority to disallow costs and recover funds on the basis of a later audit or other review, and

does not alter the Town obligation to return any funds to SFRTA as a result of later refunds, corrections, or other transactions.

## **ARTICLE VII. CONTACT PERSONS; PROJECT MANAGER**

**7.01 Contact Persons.** The authorized contact persons for receipts of notices, reports, invoices and approvals under this Agreement are the following:

**SFRTA:**

Carla D. McKeever  
Grants Administrator  
800 NW 33<sup>rd</sup> St.  
Pompano Beach, FL 33064  
954.788.7953  
[mckeeverc@sfrta.fl.gov](mailto:mckeeverc@sfrta.fl.gov)

**The Town of Miami Lakes:**

ATTN: Town Manager  
Town of Miami Lakes  
15700 NW 67 Avenue, Suite 302  
Miami Lakes, FL 33014

ATTN: Town Attorney  
Town of Miami Lakes  
2525 Ponce de Leon Boulevard, Suite 700  
Coral Gables, FL 33134

Or such other person as may be designated in writing for itself by either party.

**7.02 SFRTA Project Manager.** For purposes of administration of the Agreement, the contact person listed in section 7.01, or such other person as may be designated in writing by SFRTA Executive Director shall be the Project Manager. Nothing, however, in this Agreement will be deemed to authorize SFRTA Project Manager to execute amendments to this Agreement on behalf of SFRTA.

**7.03 Town of Miami Lakes Project Manager.** For purposes of administration of this Agreement, the contact person listed in section 7.01, or such other person as may be designated in writing by the Town, shall be the Project Manager. The Town Project Manager shall coordinate Workslope activity with SFRTA Project Manager and complete the project manager training provided by SFRTA to ensure compliance with all federal requirements.

## **ARTICLE VIII. GRANT PROPERTY**

The title, acquisition, use, management, and disposition of all property acquired or constructed with grant funds under this Agreement shall be governed by applicable federal law, rule, and guidance including without limitation, the provisions of:

- *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* 49 C.F.R. Part 18  
([www.access.gpo.gov/nara/cfr/waisidx\\_98/49cfr18\\_98.html](http://www.access.gpo.gov/nara/cfr/waisidx_98/49cfr18_98.html))
- *Grant Management Requirements*, FTA Circular 5010.1D  
([http://www.fta.dot.gov/laws/circulars/leg\\_reg\\_8640.html](http://www.fta.dot.gov/laws/circulars/leg_reg_8640.html))

The listed documents are incorporated by reference into this Agreement. Copies of these documents are available at the internet websites indicated or, upon request by the Town, from SFRTA.

The Town acknowledges that the federal requirements in this Article and throughout this Agreement are subject to change and agrees that the most recent requirements shall govern the Agreement at any particular time.

## ARTICLE IX. GENERAL CONDITIONS

- 9.01 Amendments.** The terms of this Agreement may be changed only by mutual agreement of the parties. Such changes shall be effective only upon the execution of written amendments signed by authorized officers of the parties to this Agreement.
- 9.02 Assignment Prohibited.** The Town shall not assign, subgrant or transfer any Workscope activities without receiving the express written consent of SFRTA. SFRTA may condition such consent on compliance by the Town with terms and conditions specified by SFRTA.
- 9.03 Indemnification.** The Town assumes liability for and agrees to defend, indemnify and hold harmless SFRTA, its officers, employees and agents from and against all losses, damages, expense, liability, claims, suits, or demands including, without limitation, attorney's fees, arising out of, resulting from, or relating to the performance of the Grant Project by the Town or the Town employees, agents or subcontractors.

Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Town is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

- 9.04 Workscope Data.** The Town agrees that the results of the Workscope, the reports submitted, and any new information or technology that is developed with the assistance of this grant is in the public domain and may not be copyrighted or patented by the Town. The Town shall allow public access to all documents, records, reports or other material subject to the applicable provisions for Chapter 119, Florida Statutes, and made or received by the Town in connection with this Agreement. Failure of the Town to grant such public access may be grounds for termination of the Agreement by SFRTA.
- 9.05 Nondiscrimination.** The Town shall agree to comply with all applicable laws relating to nondiscrimination and affirmative action. The Town agrees to not discriminate against employee, applicant for employment, or participant in the Workscope because of race, color,

creed, religion, national origin, sex, marital status, disability, or age; and further agrees to take action to ensure that applicants and employees are treated equally with respect to all aspects of employment, including selection for training, rates of pay, and other forms of compensation.

- 9.06 **Acknowledgement.** The Town shall appropriately acknowledge the grant assistance made by SFRTA and the FTA under this agreement in any promotional materials, reports, and publications relating to the Workslope.
- 9.07 **Compliance with Law; Obtaining Permits, Licenses, and Authorizations.** The Town agrees to conduct the Workslope in compliance with all applicable provisions of federal and state laws, rules or regulations. The Town is responsible for obtaining and complying with all federal or state permits, licenses, and authorizations necessary for performing the Workslope.
- 9.08 **Incorporation of Exhibits.** All Exhibits attached to this Agreement will be deemed incorporated into this Agreement.

## **ARTICLE X. GENERAL FEDERAL REQUIREMENTS**

- 10.01 **Federal Requirements.** The requirements in this Article X are in addition to and, unless inconsistent and irreconcilable, do not supplant requirements found elsewhere in this Agreement. If any requirement in this Article is inconsistent with a provision found elsewhere in this Agreement and is irreconcilable with such provision, the requirement in this Article shall prevail. When performing work or expanding funds for Project activities, the Town agrees to comply with all applicable terms and conditions referenced herein. **The Town acknowledges that the federal requirements in this Article X are subject to change and agrees that the most recent requirements shall govern this Agreement at any particular time.**
- 10.02 **Incorporation of Specific Federal Requirements.** Specifically, and without limitation, the Town agrees to comply with the following federal requirements:
- *FTA Master Agreement (16)* (<http://www.fta.dot.gov/documents/16-Master.pdf>)
  - *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*, 49 CFR Part 18 ([http://www.access.gpo.gov/nara/cfr/waisidx\\_06/49cfr18\\_06.html](http://www.access.gpo.gov/nara/cfr/waisidx_06/49cfr18_06.html))
  - *Grant Management Requirements*, FTA Circular 5010.1D ([http://www.fta.dot.gov/laws/circulars/leg\\_reg\\_8640.html](http://www.fta.dot.gov/laws/circulars/leg_reg_8640.html))
  - *Third Party Contracting Guidance*, FTA Circular 4220.1F, ([http://www.fta.dot.gov/laws/circulars/leg\\_reg\\_8641.html](http://www.fta.dot.gov/laws/circulars/leg_reg_8641.html)) (See also paragraph 10.05)

**Debarment and Suspension.** The Town agrees to comply, and assures the compliance of each the Town, lessee, or third party contractor at any tier, with Executive Order Nos. 12549 and 12689, *Debarment and Suspension* 31 U.S.C. § 6101 note, and U.S. DOT regulations, *Government-wide Debarment and Suspension (Nonprocurement)*, 49 C.F.R. Part 29. The Town agrees to and assures that its Town, lessees, and third party contractors will review the *excluded Parties Listing System* at <http://epls.gov/> before entering into any third party subagreement, lease or third party contract [U.S. DOT issued a new amendment to these

regulations adopting the optional lower tier coverage for tiers lower than the first tier below a covered nonprocurement transaction]. *See, 71 Fed. Reg. 62394, October 25, 2006.*

**Integrity Certification.** By signing this Agreement, the Town certifies that neither it nor its participants is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency. This certification is a material representation of fact upon which SFRTA relies in entering this Agreement. If it is later determined that the Town knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Town shall provide to SFRTA immediate written notice if at any time the Town learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

**Certification of Restrictions on Lobbying Disclosure.** The provisions of this section apply only if the amount of this Agreement (including the value of any amendments thereto) is equal to, or exceeds \$100,000.

The Town certifies that no federal appropriated funds have been paid or will be paid by or on behalf of the Town 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 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. The certification of this compliance (*Lobbying Restriction Certification*) submitted by the Town in connection with this project is incorporated in, and made a part of, this Agreement.

The Town further certifies that, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or 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 projects funded by the funds allocated to the Town in this Agreement, the Town shall complete and submit to SFRTA, Standard Form-LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.

The Town certifies that it will require that the language of this certification be included in the award documents for any subcontracts equal to or in excess of \$100,000 under this Agreement, and that all subcontracts shall certify and disclose accordingly to the Town. All certifications and disclosures shall be forwarded to SFRTA by the Town.

The certifications referred to in this section (including the *Lobbying Restriction Certification* submitted by the Town in connection with this project and incorporated in, and made a part of, this Agreement) are material representations of fact upon which SFRTA relies when this contract is made.

- 10.03 Federal Certification and Assurances (C & A); Execution and Incorporation.** The Town agrees to comply with and to certify compliance with the current Federal *Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements (C & A)* attached hereto and incorporated herein as **Exhibit D**. The Town must certify compliance with the applicable provisions by signing the appropriate certification(s) and returning the signed certification(s) as part of the execution of this Agreement. During the terms of this Agreement, the Town shall annually execute the most current C & A document and provide the same to SFRTA.
- 10.04 Compliance with Federal Requirements; Incorporation of Specific Documents by Reference.** The Town agrees to comply with all federal statutes, rules, FTA Circulars, Executive Orders, guidance, and other requirements that may be applicable to this grant. In particular, and without limitation, the Town agrees to comply with the terms and conditions of the following documents when performing work or expending funds for Workslope activities.
- *FTA Master Agreement (16)* (<http://www.fta.dot.gov/documents/16-Master.pdf>)
  - *Uniform, Administrative Requirements for Grants and Cooperative Agreement to State and Local Government*, 49 CFR Part 18)  
[www.access.gpo.gov/nara/cfr/waisidx\\_98/49cfr18\\_98.html](http://www.access.gpo.gov/nara/cfr/waisidx_98/49cfr18_98.html)
  - *Grant Management Requirements*, FTA Circular 5010.1D  
([http://www.fta.dot.gov/laws/circulars/leg\\_reg\\_8640.html](http://www.fta.dot.gov/laws/circulars/leg_reg_8640.html))

The listed documents are incorporated by reference into this Agreement. Copies of these documents are available at the internet websites indicated or, upon request by the Town, from SFRTA.

- 10.05 Compliance with Federal Procurement Requirement.** The Town will comply with all applicable federal law, rule, and guidance relating to procurement including, without limitation, the provisions of *Third Party Contracting Guidance*, FTA Circular 4220.1F, which document is incorporated by reference into this agreement (see section 2.02 for web link). The Town also shall comply with the following:
- A. Certification of the Town of Miami Lakes Procurement System.** The Town certifies that its procurement system complies with the standards described in the previous paragraph.
  - B. SFRTA Approval of Contracts.** The Town shall not execute any third party contract or otherwise enter into a binding agreement until it has first received written approval from SFRTA Project Manager.
  - C. Inclusion of Provisions in Lower Tier Contracts.** The Town agrees to include adequate provisions to ensure compliance with applicable federal requirements in each lower tier third party contract financed in whole or in part with financial assistance under this agreement including all applicable provisions of this Agreement.
  - D. Disadvantaged Business Enterprise Requirements.** The Town agrees to comply with the requirements of 49 C.F.R. Part 26 and SFRTA U.S. DOT approved Disadvantaged

Business Enterprise (DBE) Requirements, which is attached to and incorporated into this Agreement as **Exhibit E**.

**10.06 No Federal Obligation.** This grant is financed by federal funds. However, payments to the Town will be made by SFRTA. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, USDOT, FTA, or any representatives of the federal government makes the United States a party to this Agreement. The Town shall include this clause in any contracts or agreements under this Agreement.

**10.07 Special Provisions.** In accordance with Executive Order No. 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While December 30, 2009, the Town is encouraged to comply with the terms of the following Special Provision.

a. Definitions. As used in this Special Provision:

(1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

(2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

b. Safety. The Town is encouraged to:

(1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving:

(a) Town-owned or Town-rented vehicles or Government-owned, leased or rented vehicles;

(b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or

(c) Any vehicle, on or off duty, and using an employer supplied electronic device.

(2) Conduct workplace safety initiatives in a manner commensurate with the Town's size, such as:

(a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

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IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers on the dates set forth below. This agreement is effective upon final execution by both parties.

ATTEST:

M. Tejada  
Town Clerk

TOWN OF MIAMI LAKES

Date: 3/28/11  
By: [Signature]  
Alex Rey, Town Manager

Approved as to Form and Legal Sufficiency:

[Signature]  
Town Attorney

SOUTH FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

Date 7/28/11

By [Signature]  
Chair KRISTIN JACOBS

Approved as to form:

[Signature]  
SFRTA General Counsel

Approved by Town \_\_\_\_\_ on \_\_\_\_\_, 2011, Item # \_\_\_\_\_

**EXHIBITS LIST**

- Exhibit A            FTA Grant Application - Workslope and Budget
- Exhibit B            Expense Reimbursement Form
- Exhibit C            DBE Monthly Subcontractor Utilization Report
- Exhibit D            Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreement
- Exhibit E            SFRTA USDOT-Approved Disadvantaged Business Enterprise Requirements

# DOT



# FTA

U.S. Department of Transportation

Federal Transit Administration

## Application

Recipient ID:	5454
Recipient Name:	SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
Project ID:	FL-04-0114-00
Budget Number:	2 - Budget Approved
Project Information:	Purchase of New Trolley

### Part 1: Recipient Information

Project Number:	FL-04-0114-00
Recipient ID:	5454
Recipient Name:	SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
Address:	800 NW 33rd Street Suite 100, POMPANO BEACH, FL 33064 2046
Telephone:	(954) 788-7953
Facsimile:	(954) 788-7963

### Union Information

Recipient ID:	5454
Union Name:	UNITED TRANSPORTATION UNION
Address 1:	14600 DETROIT AVENUE
Address 2:	
City:	CLEVELAND, OH 44107 0000
Contact Name:	ROY ARNOLD
Telephone:	(216) 228-9400
Facsimile:	(216) 222-5755
E-mail:	c_mcgint@utu.org
Website:	www.utu.org

Recipient ID:	5454
Union Name:	INTERNATIONAL BROTHERHOOD OF TEAMSTERS
Address 1:	25 LOUISIANA AVENUE, NW

Address 2:	
City:	WASHINGTON , DC 20001 0000
Contact Name:	JAMES HOFFA
Telephone:	(202) 624-6800
Facsimile:	(202) 624-6918
E-mail:	feedback@teamsters.org
Website:	www.teamster.org

Recipient ID:	5454
Union Name:	TRANSPORT WORKERS UNION
Address 1:	1700 BROADWAY, 2ND STREET
Address 2:	
City:	NEW YORK, NY 10019 5905
Contact Name:	MICHAEL O'BRIEN
Telephone:	(212) 259-4900
Facsimile:	(212) 265-4537
E-mail:	mailbox@twu.org
Website:	www.twu.org

Recipient ID:	5454
Union Name:	AMALGAMATED TRANSIT UNION
Address 1:	5025 WISCONSIN AVENUE, NW
Address 2:	
City:	WASHINGTON , DC 20016 4139
Contact Name:	Leo Wetzel
Telephone:	(202) 537-1645
Facsimile:	(202) 244-7824
E-mail:	lw@atu.org
Website:	www.atu.org

Recipient ID:	5454
Union Name:	TRANSPORTATION-COMMUNICATIONS INTERNATIONAL UNION
Address 1:	3 RESEARCH PLACE
Address 2:	
City:	ROCKVILLE , MD 20850 0000
Contact Name:	ROBERT SCARDELLETTI
Telephone:	(301) 948-4910

Facsimile:	(301) 330-7662
E-mail:	scardellettib@tcunion.org
Website:	www.tcunion.org

## Part 2: Project Information

Project Type:	Grant	Gross Project Cost:	\$294,000
Project Number:	FL-04-0114-00	Adjustment Amt:	\$0
Project Description:	Purchase of New Trolley	Total Eligible Cost:	\$294,000
Recipient Type:	Other Governmental Organization	Total FTA Amt:	\$294,000
FTA Project Mgr:	-Maggie Sandberg 404.865.5612	Total State Amt:	\$0
Recipient Contact:	Carla D. McKeever 954.788.7953	Total Local Amt:	\$0
New/Amendment:	None Specified	Other Federal Amt:	\$0
Amend Reason:	Initial Application	Special Cond Amt:	\$0
		Special Condition:	None Specified
		S.C. Tgt. Date:	None Specified
Fed Dom Asst. #:	20500	S.C. Eff. Date:	None Specified
Sec. of Statute:	5309-2	Est. Oblig Date:	None Specified
State Appl. ID:	None Specified	Pre-Award Authority?:	No
Start/End Date:	Oct. 01, 2010 - Dec. 31, 2012	Fed. Debt Authority?:	No
Recvd. By State:	Jul. 14, 2010	Final Budget?:	No
EO 12372 Rev:	Not Applicable		
Review Date:	None Specified		
Planning Grant?:	NO		
Program Date (STIP/UPWP/FTA Prm Plan) :	Jul. 27, 2009		
Program Page:	2071		
Application Type:	Electronic		
Supp. Agreement?:	No		
Debt. Delinq. Details:			

### Urbanized Areas

UZA ID	UZA Name
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120180	MIAMI, FL
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### Congressional Districts

State ID	District Code	District Official
12	16	Thomas J Rooney
12	17	Kendrick B Meek
12	18	Ileana Ros-Lehtinen
12	19	Robert I Wexler
12	20	Debbie Wasserman-Schul
12	21	Lincoln Diaz-Balart
12	22	Ron Klein
12	23	Alcee L Hastings

### Project Details

The South Florida Regional Transportation Authority (SFRTA/Tri-Rail) is applying for the FY 2008 Section 5309 Bus and Bus Facilities Earmark funds in the amount of \$294,000 (E2008-BUSP-0725) on behalf of the Town of Miami Lakes.

The Town plans to purchase (1) expansion trolley and signage. The trolley will be custom designed and are available through local manufacture that will also provide cost for full maintenance and drivers services. The trolleys will be 24 seat low floor. The engines will be either flew fuel or diesel. The Town currently has in place and operation a circular transit system. This consists of one shuttle bus that runs a predefined route Monday through Friday and stops at both town bus stop locations as well as the Miami Dade County transit system. To enhance the use of this system the Town of Miami Lakes is creating three park and ride locations at current trolley stops located at two community centers and one shopping center.

SFRTA is using Toll Development Credits as "Soft Match" in the amount of \$52,920. A copy of the available and authorized use of the TDC as soft match letter dated June 24, 2010 is attached to this grant application.

### Earmarks

#### Earmark Details

Earmark ID	Earmark Name	Orig. Balance	Amount Applied
E2008-BUSP-0725	Miami Lakes Transit Program	\$294,000	\$294,000

Number of Earmarks: 1

Total Amount Applied: \$294,000

Date Sent for Release: 8/18/2010 10:04:19 AM

Date Released:

Security

No information found.

### Part 3: Budget

#### Project Budget

	<u>Quantity</u>	<u>FTA Amount</u>	<u>Tot. Elig. Cost</u>
<u>SCOPE</u>			
111-00 BUS - ROLLING STOCK	1	\$264,600.00	\$264,600.00
<u>ACTIVITY</u>			
11.13.09 BUY TROLLEY BUS FOR EXPANSION	1	\$204,600.00	\$204,600.00
11.31.09 ENG/DESIGN - BUS ROUTE SIGNING	0	\$60,000.00	\$60,000.00
<u>SCOPE</u>			
117-00 OTHER CAPITAL ITEMS (BUS)	0	\$29,400.00	\$29,400.00
<u>ACTIVITY</u>			
11.79.00 PROJECT ADMINISTRATION	0	\$29,400.00	\$29,400.00
<b>Estimated Total Eligible Cost:</b>			<b>\$294,000.00</b>
<b>Federal Share:</b>			<b>\$294,000.00</b>
<b>Local Share:</b>			<b>\$0.00</b>

OTHER (Scopes and Activities not included in Project Budget Totals)

None

#### SOURCES OF FEDERAL FINANCIAL ASSISTANCE

<u>UZA ID</u>	<u>Accounting Classification</u>	<u>FPC</u>	<u>FY</u>	<u>SEC</u>	<u>Previously Approved</u>	<u>Amendment Amount</u>	<u>Total</u>
120180	2008.25.04.31.2	00	2010	04	\$0.00	\$294,000.00	\$294,000.00
<b>Total Previously Approved:</b>							<b>\$0.00</b>

<b>Total Amendment Amount:</b>		<b>\$294,000.00</b>
<b>Total from all Funding Sources:</b>		<b>\$294,000.00</b>

Alternative Fuel Codes

11.13.09	BUY TROLLEY BUS FOR EXPANSION	Other
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Extended Budget Descriptions

11.13.09	BUY TROLLEY BUS FOR EXPANSION	1	\$204,600.00	\$204,600.00
<p>One (1) simulated trolley, smallsize, heavy-duty transit bus (approximately 30'). The trolley will operate on flex fuel.</p> <p>The trolley has a useful life of 10 years.</p>				
11.31.09	ENG/DESIGN - BUS ROUTE SIGNING	0	\$60,000.00	\$60,000.00
<p>Design, fabrication and installation of the bus route signage.</p> <p>The useful life of signage is 5 years.</p>				
11.79.00	PROJECT ADMINISTRATION	0	\$29,400.00	\$29,400.00
<p>The SFRTA will provide oversight, grant administration, planning and technical assistance to the sub-recipient, Town of Miami Lakes.</p>				

**Changes since the Prior Budget**

FTA Change Amounts

<u>Code</u>	<u>Description</u>	<u>Previous FTA Total</u>	<u>Change in FTA Total</u>	<u>Current FTA Total</u>
111-00	BUS - ROLLING STOCK	\$210,000	\$54,600	\$264,600
11.13.09	BUY TROLLEY BUS FOR EXPANSION	\$150,000	\$54,600	\$204,600
11.31.09	ENG/DESIGN - BUS ROUTE SIGNING	\$60,000	\$0	\$60,000
117-00	OTHER CAPITAL ITEMS (BUS)	\$84,000	-\$54,600	\$29,400
11.79.00	PROJECT ADMINISTRATION	\$29,400	\$0	\$29,400



### Eligible Change Amounts

<u>Code</u>	<u>Description</u>	<u>Previous Eligible</u>	<u>Change in Eligible</u>	<u>Current Eligible</u>
111-00	BUS - ROLLING STOCK	\$210,000	\$54,600	\$264,600
11.13.09	BUY TROLLEY BUS FOR EXPANSION	\$150,000	\$54,600	\$204,600
11.31.09	ENG/DESIGN - BUS ROUTE SIGNING	\$60,000	\$0	\$60,000
117-00	OTHER CAPITAL ITEMS (BUS)	\$84,000	-\$54,600	\$29,400
11.79.00	PROJECT ADMINISTRATION	\$29,400	\$0	\$29,400

### Change in Quantity

<u>Code</u>	<u>Description</u>	<u>Previous Quantity</u>	<u>Change in Quantity</u>	<u>Current Quantity</u>
111-00	BUS - ROLLING STOCK	1	0	1
11.13.09	BUY TROLLEY BUS FOR EXPANSION	1	0	1
11.31.09	ENG/DESIGN - BUS ROUTE SIGNING	0	0	0
117-00	OTHER CAPITAL ITEMS (BUS)	0	0	0
11.79.00	PROJECT ADMINISTRATION	0	0	0

### Change in Amendment Control Totals

<u>Description</u>	<u>Previous Amount</u>	<u>Change in Amount</u>	<u>Current Amount</u>
<b>Gross Project Cost:</b>	\$294,000	\$0	\$294,000
<b>Adjustment Amount:</b>	\$0	\$0	\$0
<b>Total Eligible Cost:</b>	\$294,000	\$0	\$294,000
<b>Total FTA Amount:</b>	\$294,000	\$0	\$294,000
<b>Total State Amount:</b>	\$0	\$0	\$0
<b>Total Local Amount:</b>	\$0	\$0	\$0
<b>Other Federal Amount:</b>	\$0	\$0	\$0
<b>Special Condition Amount:</b>	\$0	\$0	\$0

### Change in Project Control Totals

<u>Description</u>	<u>Previous Amount</u>	<u>Change in Amount</u>	<u>Current Amount</u>
<b>Gross Project Cost:</b>	\$294,000	\$0	\$294,000
<b>Adjustment Amount:</b>	\$0	\$0	\$0
<b>Total Eligible Cost:</b>	\$294,000	\$0	\$294,000
<b>Total FTA Amount:</b>	\$0	\$0	\$294,000

Total State Amount:	\$0	\$0	\$0
Total Local Amount:	\$0	\$0	\$0
Other Federal Amount:	\$0	\$0	\$0
Special Condition Amount:	\$0	\$0	\$0

## Part 4. Milestones

11.13.09 BUY TROLLEY BUS FOR EXPANSION 1 \$204,600 \$204,600

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	RFP/IFB OUT FOR BID	Oct. 01, 2010
2.	CONTRACT AWARDED	Dec. 30, 2010
3.	FIRST VEHICLE DELIVERED	Feb. 01, 2011
4.	ALL VEHICLES DELIVERED	Feb. 01, 2011
5.	CONTRACT COMPLETE	Feb. 01, 2011

11.31.09 ENG/DESIGN - BUS ROUTE SIGNING 0 \$60,000 \$60,000

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	RFP/IFB Issued	Oct. 01, 2010
2.	Contract Award	Dec. 30, 2010
3.	Contract Complete	Feb. 01, 2011

11.79.00 PROJECT ADMINISTRATION 0 \$29,400 \$29,400

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	Program Initiated	May. 28, 2010
2.	Mid Year Review	Nov. 30, 2010
3.	Program Complete	Sep. 30, 2012

## Part 5. Environmental Findings

117900 PROJECT ADMINISTRATION 0 \$29,400 \$29,400

Finding No. 1 - Class II(c)

**C16 - Program Admin. & Operating Assistance**

Program administration, technical assistance activities, and operating assistance to transit authorities to continue existing service or increase service to meet routine changes in demand.

111309 BUY TROLLEY BUS FOR EXPANSION	1	\$204,600	\$204,600
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Finding No. 1 - Class II(c)

**C17 - Purchase of vehicles**

The purchase of vehicles by the applicant where the use of these vehicles can be accommodated by existing facilities or by new facilities which themselves are within a CE.

113109 ENG/DESIGN - BUS ROUTE SIGNING	0	\$60,000	\$60,000
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Finding No. 1 - Class II(c)

**C08 - Install Shelters, fencing, & Amenities**

Installation of fencing, signs, pavement markings, small passenger shelters, traffic signals, and railroad warning devices where no substantial land acquisition or traffic disruption will occur.

## **Part 6: Fleet Status**

No information found.

## **Part 9: Agreement**

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT  
(FTA G-16, October 1, 2009)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official's electronic signature is entered for this Grant Agreement, FTA has Awarded Federal assistance in support of the Project described below. Upon Execution of this Grant Agreement by the Grantee named

below, the Grantee affirms this FTA Award, and enters into this Grant Agreement with FTA. The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(16), October 1, 2009, <http://www.fta.dot.gov/documents/16-Master.pdf>
- (2) The Certifications and Assurances applicable to the Project that the Grantee has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE GRANTEE DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING THE DATE OF THIS FTA AWARD SET FORTH HEREIN.

#### FTA AWARD

FTA hereby awards a Federal grant as follows:

Project No: FL-04-0114-00

Grantee: SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

Citation of Statute(s) Authorizing Project: 49 USC 5309 - Bus and Bus Facilities (FY2006 forward)

Estimated Total Eligible Cost (in U.S. Dollars): \$294,000

Maximum FTA Amount Awarded [Including All Amendments] (in U.S. Dollars): \$294,000

Amount of This FTA Award (in U.S. Dollars): \$294,000

Maximum Percentage(s) of FTA Participation:

Percentages of Federal participation are based on amounts included in the Approved Project Budget, modified as set forth in the text following the Project Description.

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Project Certification Date: 8/13/2010

Project Description:

Purchase of New Trolley

The Project Description includes information describing the Project within the Project Application submitted to FTA, and the Approved Project Budget, modified by any additional statements displayed in this Grant Agreement, and, to the extent FTA concurs, statements in other documents including Attachments entered into TEAM-Web.

**Special Provision. Text Messaging While Driving.**

In accordance with Executive Order No. 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Grantee is encouraged to comply with the terms of the following Special Provision.

a. Definitions. As used in this Special Provision:

(1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

(2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

b. Safety. The Grantee is encouraged to:

(1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving-

(a) Grantee-owned or Grantee-rented vehicles or Government-owned, leased or rented vehicles;

(b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or

(c) Any vehicle, on or off duty, and using an employer supplied electronic device.

(2) Conduct workplace safety initiatives in a manner commensurate with the Grantee's size, such as:

(a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(3) Include this Special Provision in its subagreements with its subrecipients and third party contracts and also encourage its subrecipients, lessees, and third party contractors to comply with the terms of this Special Provision, and include this Special Condition in each subagreement, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government.

The award will be conditional upon FDOT performing with respect to toll revenue credits/transportation development credits promised according to an attached letter extending state credits.

This award of Federal financial assistance is subject to the terms and conditions set forth in the U.S. Department of Labor's certification letter dated August 13 , 2010, to the Federal Transit Administration with respect to this numbered grant, including any attachments to the letter, which are fully incorporated herein by reference.

Awarded By:  
Tom Thomson  
Deputy Regional Administrator  
FEDERAL TRANSIT ADMINISTRATION  
U.S. DEPARTMENT OF TRANSPORTATION  
08/25/2010

### EXECUTION OF GRANT AGREEMENT

The Grantee, by executing this Grant Agreement, affirms this FTA Award; adopts and ratifies all statements, representations, warranties, covenants, and materials it has submitted to FTA; consents to this FTA Award; and agrees to all terms and conditions set forth in this Grant Agreement.

By executing this Grant Agreement, I am simultaneously executing any Supplemental Agreement that may be required to effectuate this Grant Agreement.

Executed by:  
Joseph Giuliatti  
Executive Director  
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
08/25/2010