

TREASURE COAST REGIONAL PLANNING COUNCIL

MEMORANDUM

To: Council Members AGENDA ITEM 10

From: Staff

Date: September 16, 2016 Council Meeting

Subject: Transit-Oriented Development Pilot Program Agreement with South Florida Regional Transportation Authority

Introduction

The purpose of this item is to request Council approval to execute a new Agreement with the South Florida Regional Transportation Authority (SFRTA) to provide professional services related to transportation and land use planning in support of regional mobility and transit development pursuant to a transit-oriented development planning grant from the Federal Transit Authority (FTA). The draft agreement has been approved by FTA and will be considered by the SFRTA at its September 23, 2016 meeting (attached).

Overview and Analysis

For more than a decade, Council has been assisting SFRTA, the Florida Department of Transportation, agencies, and local governments with planning and technical assistance in support of the expansion of Tri-Rail service onto the Florida East Coast rail corridor. The Tri-Rail Coastal Link (TRCL) project is currently anticipated to include up to twenty-five stations between Miami and Jupiter. Land use patterns around these stations and along the corridor, particularly transit-oriented development, are critical to the success of passenger rail service. This land use/transit relationship has become increasingly important in the FTA funding process. To increase transit-oriented planning along passenger rail corridors, the FTA recently awarded a series of TOD planning grants to several regions. Working in collaboration with Council and the South Florida Regional Council (SFRC), FTA recently awarded a \$1.25 million grant in support of TOD planning and analysis along the planned TRCL corridor. All grant funded activities would begin in the fall of 2016 and be completed within two years. The proposed scope of work includes station-area and corridor analyses with a collaborative effort by both regional planning councils, as follows:

**Station-Area Work:** Council has been requested to lead the effort for station area planning, including the development of station area master plans, TOD comprehensive plan policies and land development regulations, and the development of form-based codes. SFRC would play a support role for the station-area planning work. Local governments seeking station area planning assistance would be required to provide matching funds as required by FTA.

**Corridor-Length Work:** SFRC would lead the effort for corridor-length analyses, including assessments of water/sewer infrastructure capacity and affordable housing, bicycle/pedestrian planning, opportunities to develop a TOD business fund, and community engagement. Council would play a support role to assist SFRC in these planning tasks.

To enable the FTA grant work to be executed, SFRTA has requested a new interagency agreement with Council to allocate \$1.2 million in grant funds to carry out the work, with \$860,000 available for the Council-led station area planning work and \$340,000 for the SFRC-led activities. The remaining portion of grant funding would be allocated to SFRTA for grant administration.

### Conclusion

Improving the relationship between land use patterns and transportation planning will improve the efficiency and effectiveness of the transportation network; create better opportunities for multi-modal mobility; reduce non-renewable energy usage and air quality impacts; and enhance public health and quality of life throughout the region. Additional funding provided under the agreement will allow Council to assist in the advancement of these goals, enhance the transit-supportive land use and policy framework, provide direct assistance to local governments, and help implement Council's Strategic Regional Policy Plan.

### Recommendation

Council should authorize the Chair, in consultation with Council's attorney, to execute the final interagency agreement with the South Florida Regional Transportation Authority and with the South Florida Regional Council.

Attachment

**SUBRECIPIENT AGREEMENT**

Subrecipient: Treasure Coast Regional Planning Council		Grant Number: D2015-TODP-0008
Address: 421 SW Camden Avenue, Stuart, Florida 34994		
Project Description: South Florida Transit Oriented Development Pilot Project		
Project Activity Period: October 2016 to December 2018		
Estimated Project Amount:	\$ 1,075,437	SFRTA Action
FTA MAP-21 Funds:	\$ 860,000	Item No:
Local Match:	\$ 215,437	Date:
Federal Grant No:	FL-2016-017-00	
CFDA No. :	20.500	

**AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between the South Florida Regional Transportation Authority ("SFRTA") and the Treasure Coast Regional Planning Council ("Subrecipient"), each acting by and through its duly authorized officers.

**WHEREAS:**

1. SFRTA submitted an application to the Federal Transit Administration ("FTA") for federal grant funds under the FTA's Pilot Program for Transit-Oriented Development (TOD) Planning pursuant to Section 20005(b) of the Moving Ahead for Progress in the 21st Century Act (MAP-21), Public Law 112-141, July 6, 2012, which included the Subrecipient's project as described herein.
2. The FTA's Pilot Program aims to augment FTA's Fixed Guideway Capital Investment Grants (CIG) Program by supporting comprehensive planning associated with new fixed guideway and core capacity improvement projects that will help the projects develop information to address the CIG Program's evaluation criteria and thus be more competitive for that program's funding.
3. SFRTA received grant funds from the FTA under the Program pursuant to grant number FL-2016-017-00.
4. This Agreement is intended to memorialize the terms under which the Subrecipient is to receive the FTA grant funds.

**NOW, THEREFORE**, SFRTA and the Subrecipient agree as follows:

## ARTICLE I. SUBRECIPIENT WORKSCOPE: APPROVED BUDGET AND MATERIAL REPRESENTATIONS

**1.01 Workscope.** The Subrecipient agrees to perform and complete in a satisfactory and proper manner the Workscope specified on **Exhibit A** (FTA Grant Information) in accordance with the terms and conditions of this Agreement. The Workscope details the activities to be completed by the Subrecipient 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 Workscope is not effective until the Subrecipient receives written approval from the SFRTA's Project Manager.

**1.02 Approved Budget.** The Subrecipient agrees to complete the Workscope in accordance with the Approved Budget specified on **Exhibit A**. The Approved Budget details the cost associated with each Workscope 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 the SFRTA's 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 to items not in the Workscope is not allowable.

**1.03 Material Representations.** The Subrecipient agrees that all representations contained in its application for grant assistance are material representations of fact upon which the 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 Subrecipient 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* (22) <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/sample-fta-agreements-october-1-2015>
- *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))
- *Urbanized Area Formula Program: Program Guidance and Application Instructions*, 49 U.S.C. 5307 ([https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/FINAL\\_FTA\\_circular90\\_30.1E.pdf](https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/FINAL_FTA_circular90_30.1E.pdf) )

- *Grant Management Requirements, FTA Circular 5010.1D* ([http://www.fta.dot.gov/documents/C\\_5010\\_1D\\_Finalpub.pdf](http://www.fta.dot.gov/documents/C_5010_1D_Finalpub.pdf))
- *Third Party Contracting Requirements, FTA Circular 4220.1F, ()* (See also paragraph 10.05) <https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance>
- *FTA Pilot Program for Transit-Oriented Development Planning Project Selections, Federal Register Award Notification with Requirements* (<https://www.gpo.gov/fdsys/pkg/FR-2015-09-15/pdf/2015-23154.pdf>)

The Subrecipient 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 Subrecipient, from the SFRTA.

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

**3.01 Estimated Project Amount.** The total estimated cost of the Workscope is \$1,075,437 consisting of the Maximum Federal Grant amount and the Subrecipient's required match.

**3.02 Maximum Federal Grant Amount.** SFRTA awards to the recipient a grant of up to \$860,000 for the Workscope. In no event will SFRTA's obligation under this Agreement exceed the Maximum Federal Grant Amount.

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

**3.03 Subrecipient Match.** The Subrecipient 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 \$215,437 against the Maximum Grant Amount. The cash match will be \$150,937. The in-kind match will be \$64,500. The eligibility and use of matching funds shall be governed by applicable federal law, regulations and guidance. If the final expenses for the Workscope exceed the Estimated Project Amount, the Subrecipient is responsible for providing the funds to cover the final costs and expenses.

**3.04 Reimbursement.** Expenses will be reimbursed by SFRTA based on submission of an invoice from the Subrecipient 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. Monthly Disadvantaged Business Enterprise ("DBE") report for each third party contract using the approved form attached hereto as **Exhibit C** (see section 5.04).

SFRTA shall advise the Subrecipient no later than ten (10) days after receipt of the reimbursement request if the SFRTA requires any additional documentation to process the reimbursement request. If requested by the SFRTA, the Subrecipient shall submit any additional data and information requested by SFRTA to support the Subrecipient's 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's review and approval of the Subrecipient's request, SFRTA will distribute to the Subrecipient the approved reimbursement amount. The SFRTA's approval of the reimbursement request and the issuance of the funds to the Subrecipient shall occur no later than thirty (30) days after receipt of all documentation necessary to process the reimbursement request. SFRTA may deny part of any reimbursement request if it reasonably believes that it is not a supportable Workscope expense. 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's waiver of any Subrecipient noncompliance with this Agreement.

**3.05 Repayment of Unauthorized Use of Grant Funds.** Upon a finding by SFRTA that the Subrecipient has made an unauthorized or undocumented use of grant funds, and upon a written demand for repayment issued by SFRTA, the Subrecipient shall promptly repay such amounts to SFRTA.

**3.06 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.

**3.07 Grant Contingent on Federal Funding.** SFRTA shall not be liable to Subrecipient, its contractors or subcontractors for any claim or expense arising out of or incidental to the FTA's disallowance of any Workscope expense. Subrecipient shall include this language in all contracts with contractors being paid with grant funds provided under this agreement.

#### **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 Subrecipients's match, must be supported by proper documentation, including properly executed payrolls, time records, invoices, contracts, receipts for expenses, or vouchers, evidencing in detail the nature and propriety of the charges.

**4.02 Establishment and Maintenance of Workscope Information.** The Subrecipient agrees to establish and maintain accurate, detailed and complete separate book, accounts, financial records, documentation, and other evidence relating to: (a) Subrecipient's match under this Agreement, and (b) the receipt and expenditure of all grant funds. These documents shall include the property records required by Article VIII of this Agreement. The Subrecipient shall establish and maintain all

such information in accordance with generally accepted accounting principles and practices and shall retain 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 Subrecipient 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 Subrecipient shall submit quarterly milestone progress reports to SFRTA. SFRTA shall provide the Subrecipient with an electronic version of the milestone progress report that the Subrecipient 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 Subrecipient 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 30**
- **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 Subrecipient 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.

**5.03 Contents of Reports.** The Subrecipient 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 Subrecipient shall provide the SFRTA with reports on all DBE activity (see section 10.05 E) for each third party agreement in the form attached hereto as **Exhibit C** and based on the procurement process established for the Subrecipient in the *Federal Transit Administration Master Agreement (22) Section 15 Procurement*. (See section 2.02 for weblink.).

**5.05 Other Monitoring Activities.** To assist SFRTA in monitoring compliance with this Agreement, the Subrecipient agrees to attend Subrecipient meetings as requested by SFRTA and to permit site visits by SFRTA staff, during business hours, upon reasonable notice. The Subrecipient agrees to submit to SFRTA a copy of any promotional information regarding the Workscope disseminated by the Subrecipient during the term of this Agreement.

**5.06 Changed Conditions.** The Subrecipient agrees to notify SFRTA immediately of any change in conditions, law, ordinance, or regulation, or any other event that may affect the Subrecipient'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 Subrecipient agrees to provide SFRTA with any additional follow-up information reasonably requested by the SFRTA, in order to meet SFRTA's FTA reporting requirements. Specific reporting requirements are included in the *Federal Transit Administration Master Agreements (22) Section 8 Reporting, Record Retention and Access* (see section 2.02 for weblink).

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

**6.01 Project Activity Period.** The Subrecipient agrees to complete all Workscope activities during the period from July 1, 2016, to July 31, 2018 ("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 by SFRTA for Convenience.** Termination of this agreement by either party shall be governed by the provisions of the Uniform Administrative Requirements for Grants and Agreements with Institution of Higher Education, Hospitals, and other Non-Profit Organizations, 49 CFR Part 19.

**6.04 Effect of Workscope Closeout or Termination.** The Subrecipient agrees that Workscope closeout or termination of this Agreement does not invalidate continuing obligations imposed on the Subrecipient by this Agreement. Project closeout or termination of this Agreement does not alter SFRTA's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter the Subrecipient's 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:**

Lynda Kompelien Westin  
Transportation Planning Manager, Real Estate  
800 NW 33<sup>rd</sup> St.  
Pompano Beach, FL 33064  
Phone: 954.788.7923  
E-mail: [westinl@sfrta.fl.gov](mailto:westinl@sfrta.fl.gov)

**Treasure Coast Regional Planning Council:**

Michael Busha  
Executive Director  
421 SW Camden Avenue  
Stuart, Florida 34994  
Phone: (772) 221-4060  
[mbusha@tcrpc.org](mailto:mbusha@tcrpc.org)

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's Executive Director shall be the Project Manager. Nothing, however, in this Agreement will be deemed to authorize SFRTA's Project Manager to execute amendments to this Agreement on behalf of SFRTA.

**7.03 Subrecipient 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 Subrecipient, shall be the Project Manager. The Subrecipient Project Manager shall coordinate Workscope activity with SFRTA's Project Manager and complete the project manager training provided by the 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 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/documents/C\\_5010\\_1D\\_Finalpub.pdf](http://www.fta.dot.gov/documents/C_5010_1D_Finalpub.pdf))

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 Subrecipient, from the SFRTA.

The Subrecipient 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 Subrecipient shall not assign, subgrant or transfer any Workscope activities without receiving the express written consent of the SFRTA. The SFRTA may condition such consent on compliance by the Subrecipient with terms and conditions specified by the SFRTA.

**9.03 Indemnification.** Subject to the limitations contained in Section 68.28, Florida Statutes, the Subrecipient 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 Subrecipient's negligence with respect to the performance of the Grant Project by Subrecipient or Subrecipient's employees, agents or subcontractors. Nothing herein shall constitute a waiver of either party's entitlement to sovereign immunity.

**9.04 Workscope Data.** The Subrecipient 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 Subrecipient. The Subrecipient 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 Subrecipient in connection with this Agreement. Failure of Subrecipient to grant such public access may be grounds for termination of the Agreement by SFRTA.

**9.05 Nondiscrimination.** The Subrecipient shall agree to comply with all applicable laws relating to nondiscrimination and affirmative action. The Subrecipient 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 with regard to public assistance, membership or activity in a local civil rights commission, 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 Subrecipient 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 Workscope.

**9.07 Compliance with Law; Obtaining Permits, Licenses, and Authorizations.** The Subrecipient agrees to conduct the Workscope in compliance with all applicable provisions of federal and state laws, rules or regulations. The Subrecipient is responsible for obtaining and complying with all federal or state permits, licenses, and authorizations necessary for performing the Workscope.

**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 expending funds for Project activities, the Subrecipient agrees to comply with all applicable terms and conditions referenced herein. **The Subrecipient 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 Subrecipient agrees to comply with the federal requirements set forth in *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 49 CFR Part 22* (see section 2.02 for weblink) and agrees to require, unless specifically exempted, subrecipients (if authorized) and third party contractors at every tier to comply with the same. These requirements include, but are not limited to the following:

**Debarment and Suspension.** The Subrecipient agrees to comply, and assures the compliance of each subrecipient, 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 Subrecipient agrees to and assures that its subrecipients, lessees, and third party contractors will review the "excluded Parties Listing System" at <http://epls.gov/> before entering into any third party sub agreement, 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 Subrecipient 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 Subrecipient 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 Subrecipient shall

provide to SFRTA immediate written notice if at any time the Subrecipient 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 Subrecipient certifies that no federal appropriated funds have been paid or will be paid by or on behalf of the Subrecipient 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 Subrecipient in connection with this project is incorporated in, and made a part of, this Agreement.

The Subrecipient 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 Subrecipient in this Agreement, the Subrecipient shall complete and submit to SFRTA, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Subrecipient 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 Subrecipient. All certifications and disclosures shall be forwarded to SFRTA by the Subrecipient.

The certifications referred to in this section (including the "Lobbying Restriction Certification" submitted by the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient agrees to comply with the terms and conditions of the following documents when performing work or expending funds for Workscope activities.

- *FTA Master Agreement (22)* <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/sample-fta-agreements-october-1-2015>
- *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/documents/C\\_5010\\_1D\\_Finalpub.pdf](http://www.fta.dot.gov/documents/C_5010_1D_Finalpub.pdf))

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 Subrecipient, from SFRTA.

**10.05 Compliance with Federal Procurement Requirement.** Subrecipient will comply with all applicable federal law, rule, and guidance relating to procurement including, without limitation, the provisions of *Third Party Contracting Requirements*, FTA Circular 4220.1F, which document is incorporated by reference into this agreement. A copy of this document is available at the FTA internet website, <https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance> or upon request by the Subrecipient, from the SFRTA.

- A. Certification of Subrecipient's Procurement System.** Subrecipient certifies that its procurement system complies with the standards described in the previous paragraph.
- B. SFRTA Approval of Contracts.** The Subrecipient shall not execute any third party contract or otherwise enter into a binding agreement until it has first received written approval from SFRTA's Project Manager.
- C. Inclusion of Provisions in Lower Tier Contracts.** The Subrecipient 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.** Subrecipient agrees to comply with the requirements of SFRTA's "Disadvantaged Business Enterprise (DBE) Program" document, 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 Subrecipient 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 Subrecipient shall include this clause in any contracts or agreements under this Agreement.

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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.

**TREASURE COAST REGIONAL  
PLANNING COUNCIL**

Date \_\_\_\_\_

By \_\_\_\_\_  
Chair

Approved as to form:

\_\_\_\_\_  
Treasure Coast Regional Planning Council

ATTEST:

**SOUTH FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY**

BY: \_\_\_\_\_  
Jack Stephens  
Executive Director

BY: \_\_\_\_\_  
Commissioner Tim Ryan, Chair

Approved by General Counsel as to legal  
form and sufficiency:

\_\_\_\_\_  
Teresa J. Moore, Esq.  
General Counsel

**EXHIBITS LIST**

Exhibit A	FTA Grant Information (Workscope and Approved Budget)
Exhibit B	Expense Reimbursement Form
Exhibit C	DBE Reporting Form
Exhibit D	Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements
Exhibit E	SFRTA USDOT Approved Disadvantaged Business Enterprise Requirements

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