



# Agenda Item Cover Sheet

Agenda Item N<sup>o</sup>: \_\_\_\_\_

Meeting Date June 7, 2022

- Consent Section
  Regular Section
  Public Hearing

Subject: Approve the Florida Department of Transportation Public Transportation Grant Agreement for the Intercity Cross Bay Ferry and related resolution	
Department: Facilities Management and Real Estate Services	
Contact Person: Dana McDonald	Contact Phone: (813) 613-0712
Sign-Off Approvals:	
Thomas H. Fass <small>Assistant County Administrator</small>	John Muller <small>Department Director</small>
Vien Tran <small>Management and Budget – Approved as to Financial Impact Accuracy</small>	Jane Fagan/Sam Hamilton <small>County Attorney – Approved as to Legal Sufficiency</small>
Date	Date

**Staff's Recommended Board Motion:**

Approve the three-year grant agreement with the Florida Department of Transportation (FDOT) to provide funding for the operation of the Intercity Cross Bay Ferry (ICBF), totaling \$518,000 for FY23, FY24, and FY25, along with a resolution authorizing the Chair to execute the grant agreement. The ICBF had 62,017 riders in FY22 between Tampa and St. Petersburg over 7-1/2 months and ridership is expected to increase as the Ferry expands to year-round service (projected FY25). The FDOT funding will reduce the subsidies proportionally among the governments who participate in the FY23-FY25 Hillsborough County Inter-City Ferry Service Interlocal Agreement (Interlocal). In FY22, Hillsborough County, Pinellas County, City of Tampa, and City of St. Petersburg (Partners) split the operating cost subsidy equally. The Partners are currently negotiating new terms and participation levels for FY23-FY25. The FDOT grant is written with the flexibility for the grant funds to be split pursuant to any cost-sharing terms agreed to in the FY23-FY25 Interlocal. At current terms, with full equal participation of all four Partners, the FDOT grant would offset Hillsborough County's 25% share of the total subsidy cost (\$190,000 in FY23, \$202,500 in FY24, and \$255,000 in FY25). As further explained in the background, final subsidy cost-sharing percentage for Hillsborough County will be dependent upon the FY23-FY25 Interlocal division of subsidy costs, and levels of participation may increase the amount Hillsborough pays proportionally.

**Financial Impact Statement:**

At current terms, with full equal participation of all four Partners, the FDOT grant would offset Hillsborough County's 25% share of the total subsidy cost (\$190,000 in FY23, \$202,500 in FY24, and \$255,000 in FY25). As further explained in the background, final subsidy cost-sharing percentage for Hillsborough County will be dependent upon the FY23-FY25 Interlocal division of subsidy costs, and levels of participation may increase the amount Hillsborough pays proportionally.

**Background:**

The Grant Agreement with FDOT supports the operation of the ICBF by providing additional subsidy funding for the next three years, totaling \$518,000. Approval of this grant is required by June 15, 2022, in order for FDOT to process this grant prior to June 30, 2022. The grant funds increase annually to align with the growth of the program to year-round service: October 1, 2022 – May 30, 2023, October 1, 2023 – June 30, 2024, and October 1, 2024 – September 30, 2025. On September 21, 2022, an Interlocal Agreement was approved and signed by the Partner Governments (Hillsborough County, City of St Petersburg, City of Tampa, and Pinellas County), outlining a commitment by each partner to provide a subsidy cost-sharing of \$175,000 in FY22, \$190,000 in FY23, \$202,500 in FY24, and \$255,000 in FY25. Accepting the funding from FDOT will reduce the overall subsidy funding required per the Interlocal Agreement. On May 13, 2022, Pinellas County notified Hillsborough County of their intent to opt-out of the current Interlocal Agreement. This would result in a loss of their subsidy share of \$190,000. Staff is currently in discussions with all Partners. If Pinellas County decides not to participate going forward, their proportionate subsidy share of \$190,000 in FY23 would have to be made up by the other three Partners. With this FDOT Grant, the \$190,000 loss would be made up in part by the \$152,000 from FDOT, leaving a \$38,000 shortfall. If the shortfall is shared by Hillsborough County, City of Tampa, and City of St Petersburg, Hillsborough County's

subsidy would increase from \$190,000 to \$202,666. If, for some reason, City of Tampa and City of St Petersburg do not contribute towards the shortfall, Hillsborough County's share for FY23 would be \$228,000. Staff will bring back an updated interlocal agreement reflecting the final terms negotiated for approval at a future Board meeting.

Consistent with FDOT's standard practice, the County is required to execute the Grant Agreement (and resolution) in advance of FDOT's approval. Staff will provide the fully executed grant agreement to Board Records upon its receipt from FDOT.

Attachments: FDOT Grant & FY22 Interlocal Agreement (including authorization Resolution), Ridership Summary FY22

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Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 412534-2-84-22	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	DPTO 215	FLAIR Category: 088774 Object Code: 751000 Org. Code: 55072020729 Vendor Number: F596000661247
Contract Number: G2804	Federal Award Date:		
CFDA Number: N/A	Agency SAM/UEI Number:		
CFDA Title: N/A			
CSFA Number: 55.007			
CSFA Title: Commuter Assistance Program / Ride Share Grants			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT (“Agreement”) is entered into \_\_\_\_\_, by and between the State of Florida, Department of Transportation, (“Department”), and Hillsborough County, (“Agency”). The Department and the Agency are sometimes referred to in this Agreement as a “Party” and collectively as the “Parties.”

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit “D”, Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 341.041, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department’s participation in Supporting the operations of the Cross Bay Ferry. The existing operating agreement between Hillsborough County and the Ferry Operator expands the Ferry Service a month each year until it operates year-round in 2025. The funds to support the service are split between Hillsborough County, and other participating governmental entities pursuant to an interlocal agreement. FDOT will provide funding in the amount of \$518,000 to support the service. The request was made by the County for the allocation to be broken down into the following:

2022-2023 \$152,000

2023-2024 \$162,000

2024-2025 \$204,000, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement (“Project”), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- Aviation
- Seaports
- Transit
- Intermodal
- Rail Crossing Closure
- Match to Direct Federal Funding (Aviation or Transit)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- Other

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

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- |                                     |   |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | Exhibit A: Project Description and Responsibilities                       |
| <input checked="" type="checkbox"/> | Exhibit B: Schedule of Financial Assistance                               |
| <input type="checkbox"/>            | *Exhibit B1: Deferred Reimbursement Financial Provisions                  |
| <input type="checkbox"/>            | *Exhibit B2: Advance Payment Financial Provisions                         |
| <input type="checkbox"/>            | *Exhibit C: Terms and Conditions of Construction                          |
| <input checked="" type="checkbox"/> | Exhibit D: Agency Resolution  |
| <input checked="" type="checkbox"/> | Exhibit E: Program Specific Terms and Conditions                          |
| <input checked="" type="checkbox"/> | Exhibit F: Contract Payment Requirements                                  |
| <input checked="" type="checkbox"/> | *Exhibit G: Audit Requirements for Awards of State Financial Assistance   |
| <input type="checkbox"/>            | *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance |
| <input type="checkbox"/>            | *Additional Exhibit(s):   |

\*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

**5. Time.** Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

**6. Term of Agreement.** This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 30, 2025. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a.  If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the  day of , or within  days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

**7. Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

**8. Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

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- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

**9. Project Cost:**

- a. The estimated total cost of the Project is \$2,590,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$518,000 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

**10. Compensation and Payment:**

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

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- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

Travel expenses are NOT eligible for reimbursement under this Agreement.

Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

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- i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.
- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files

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shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

- p. Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

**11. General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
- i.** Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
  - ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d.**  If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e.**  If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
- i.**  Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
  - ii.**  Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

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- iii. \_\_\_ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

**12. Contracts of the Agency:**

- a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and

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state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

**13. Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

**14. Sale, Transfer, or Disposal of Department-funded Property:**

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
  - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
  - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
  - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
  - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
  - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
  - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

**15. Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

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**Federal Funded:**

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.
- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
  - i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
  - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
  - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period.

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The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
  - 1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
  - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  - 3. Wholly or partly suspend or terminate the Federal award;
  - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
  - 5. Withhold further Federal awards for the Project or program;
  - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

**State Funded:**

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

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- b. The Agency, a “nonstate entity” as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit “G”, Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
  - ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
  - iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency’s resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than State entities).
  - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

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- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
  - vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
  - vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
  - viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

**16. Notices and Approvals.** Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

**17. Restrictions, Prohibitions, Controls and Labor Provisions:**

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier,

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subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

- c. Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. E-Verify.** The Agency shall:

  - i.** Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
  - ii.** Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at [fdotsingleaudit@dot.state.fl.us](mailto:fdotsingleaudit@dot.state.fl.us) within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

**18. Indemnification and Insurance:**

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, ~fadexclude1~the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. ~fadexclude2~This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage

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described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

**19. Miscellaneous:**

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

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- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY Hillsborough County

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Kimberly Overman

Name: Richard Moss, P.E.

Title: Chairman, BOCC

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
Legal Review:

Samuel Henderson

Approved as to Form and Legal Sufficiency:

By: Jane M. Fagan Date: 5/31/22

Senior Assistant County Attorney

## EXHIBIT A

### Project Description and Responsibilities

**A. Project Description** (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Supporting the operations of the Cross Bay Ferry. The existing operating agreement between Hillsborough County and the Ferry Operator expands the Ferry Service a month each year until it operates year-round in 2025. The funds to support the service are split between Hillsborough County, and other participating governmental entities pursuant to an interlocal agreement. FDOT will provide funding in the amount of \$518,000 to support the service. The request was made by the County for the allocation to be broken down into the following:

2022-2023 \$152,000

2023-2024 \$162,000

2024-2025 \$204,000

**B. Project Location** (limits, city, county, map): Hillsborough County and Pinellas County

**C. Project Scope** (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): The State's Commuter Assistance Program encourages a public/private partnership to provide brokerage services to employers and individuals for carpools, vanpools, buspools, express bus service, subscription transit service, group taxi services, heavy and light rail and other systems designed to increase vehicle occupancy. The program encourages the use of transportation demand management strategies including employee trip reduction planning, Transportation Management Associations, alternative work hour programs, telecommuting, parking management, and bicycle and pedestrian programs.

Eligible project costs include, but are not limited to:

- Program administration and operational costs including: salaries, marketing materials, advertising, computerized matching, reporting, purchase of promotional items as part of public information and education campaigns for the promotion of alternatives to single-occupant vehicle travel and other project related costs.
- Computer hardware and software necessary to establish trip-matching services, where not redundant or sharing could be a more efficient use of equipment.
- Specialized demonstration projects of statewide or regional impact designed to show innovative approaches to commuter assistance.
- Other capital purchases for the accomplishment of program objectives.
- Other operating expenses for the accomplishment of program objectives, such as a Guaranteed Ride Home project or vanpool administration

Refer to the specific provisions of the grant agreement for allowable or unallowable costs pertaining to the project.

**D. Deliverable(s):** A quarterly report on the ridership will be provided.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting

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documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

**E. Unallowable Costs** (including but not limited to):

**F. Transit Operating Grant Requirements (Transit Only):**

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

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**EXHIBIT B**

**Schedule of Financial Assistance  
 TRANSIT OPERATING ONLY**

FUNDS AWARDED TO THE AGENCY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

**A. Fund Type and Fiscal Year:**

Financial Project Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
412534-2-84-22	DPTO	088774	22	751000	55.007	Commuter Assistance Program / Ride Share Grants	\$518,000.00
<b>Total Financial Assistance</b>							\$518,000.00

**B. Operations Phase - Estimate of Project Costs by Budget Category:**

Budget Categories <i>Operations (Transit Only) *</i>	State	Local	Federal	Total
Salaries	\$0	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0	\$0
Contractual Services	\$518,000	\$2,072,000	\$0	\$2,590,000
Travel	\$0	\$0	\$0	\$0
Other Direct Costs	\$0	\$0	\$0	\$0
Indirect Costs	\$0	\$0	\$0	\$0
<b>Totals</b>	<b>\$518,000</b>	<b>\$2,072,000</b>	<b>\$0</b>	<b>\$2,590,000</b>

\* Budget category amounts are estimates and can be shifted between items without amendment (because they are all within the Operations Phase).

**C. Cost Reimbursement**

The Agency will submit invoices for cost reimbursement on a:

- Monthly
- Quarterly
- Other: Must invoice at least once every six months.

basis upon the approval of the deliverables including the expenditure detail provided by the Agency.

**BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Katina Kavouklis

Department Grant Manager Name

Signature

Date

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**EXHIBIT D**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***

**EXHIBIT E  
PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT**

**(Commuter Assistance Program)**

- 1. Conformance with Enabling Legislation.** This Agreement is in conformance with Section 341.051, F.S.
- 2. Progress Reports.** The Agency will submit an Annual Performance Plan outlining the activities for the year, including goals and objectives of each activity. A report of the progress towards completion of activities will be submitted with each invoice.
- 3. Project Goals and Service Data.** The Agency must report on work efforts and provide a detailed, side-by-side comparison of the project goals and actual service data.
- 4. Submittal of Proposed Timeline.** The Agency will submit a Proposed Timeline for Commuter Assistance Activities prior to the commencement of the project.
- 5. Annual Report.** The Agency will provide an annual report including the following information:
  - (a) Number of commuters requesting assistance,
  - (b) Number of commuters switching from single occupant vehicles,
  - (c) Number of Agency vans in service, and other coordinating agency vans that are participating in the rideshare-matching program (where applicable),
  - (d) Number of vehicle trips eliminated for all commuters participating in the commuter assistance program,
  - (e) Number of vehicle miles eliminated for all commuters participating in the commuter assistance program,
  - (f) Number of employer contacts and employers participating,
  - (g) Description of major accomplishments,
  - (h) Number of parking spots saved / parking needs reduced, and
  - (i) Amount of commuter costs saved.

**-- End of Exhibit E --**

## EXHIBIT F

### **Contract Payment Requirements** **Florida Department of Financial Services, Reference Guide for State Expenditures** **Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/22

**EXHIBIT G**

**AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE**

**THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:-**

**Awarding Agency:** Florida Department of Transportation  
**State Project Title:** Commuter Assistance Program / Ride Share Grants  
**CSFA Number:** 55.007  
**\*Award Amount:** \$518,000

\*The award amount may change with amendments

Specific project information for CSFA Number 55.007 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number 55.007 are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, APPROVING THE ACCEPTANCE OF A PUBLIC TRANSPORTATION GRANT TO SUPPORT THE OPERATIONS OF THE CROSS BAY FERRY FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE CHAIR OF THE BOARD OF THE COUNTY COMMISSION OR THEIR DESIGNEE TO EXECUTE THE PUBLIC TRANSPORTATION GRANT AGREEMENT FOR SUCH PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.**

Upon \_\_\_\_\_ Motion by Commissioner \_\_\_\_\_  
\_\_\_\_\_ seconded by Commissioner \_\_\_\_\_ the following  
Resolution was adopted by a \_\_\_ to \_\_\_  
Vote; \_\_\_\_\_ Commissioners  
\_\_\_\_\_ voting "No."

**WHEREAS**, Hillsborough County applied for a Public Transportation Grant under the State of Florida Department of Transportation (hereinafter FDOT)'s Commuter Assistance Program/ Ride Share Grants program requesting funding for the Cross Bay Ferry project (Project); and

**WHEREAS**, FDOT approved Hillsborough County's application and awarded the County \$518,000 to support the Ferry service over a three-year period; and

**WHEREAS**, to receive the funding in question, FDOT requires Hillsborough County to execute and deliver a Public Transportation Agreement for the Project and to provide a resolution evidencing that the Chair or their designee is authorized by the Hillsborough County Board of County Commissioners to execute such Agreement;

**NOW THEREFORE**, be It Resolved by the Board of County Commissioners of Hillsborough County, Florida, at a Regular Meeting Assembled this 7<sup>th</sup> day of June 2022,

1. That the Chair of the Board of the Hillsborough County Commission or their designee is hereby authorized to execute, and deliver to FDOT, the Public Transportation Grant Agreement for Cross Bay Ferry funding, in a form substantially similar to the one attached hereto.
2. This Resolution shall take effect immediately upon adoption.

**STATE OF FLORIDA**

**COUNTY OF HILLSBOROUGH**

I, CINDY STUART, Clerk of the Circuit Court and Ex Officio Clerk of the Board of County Commissioners of Hillsborough County, Florida, do hereby certify that the above and foregoing is a true and correct copy of the Resolution adopted by the Board at its regular meeting of June 7, 2022, as the same appears of record in Minute Book \_\_\_\_\_ of the Public Records of Hillsborough County, Florida.

WITNESS my hand and official seal this 7th day of June 2022.

ATTEST:  
CINDY STUART,  
CLERK OF THE CIRCUIT COURT

By: \_\_\_\_\_  
Deputy Clerk

Approved as to form and  
legal sufficiency:

By: Jane M. Fagan  
Senior Assistant County Attorney

## **INTER-CITY FERRY SERVICE INTERLOCAL AGREEMENT**

**THIS INTERLOCAL AGREEMENT** (“Agreement”) is made and entered into as of this 21 day of September, 2021 by and between Hillsborough County, Florida (“Hillsborough”), the City of St. Petersburg, Florida (“St. Petersburg”) and Pinellas County, Florida (“Pinellas”), and City of Tampa, Florida (“Tampa”). For purposes of this Agreement, Pinellas, Tampa and St. Petersburg shall be referred to collectively as the “Participating Governmental Agencies” and the “Parties” to this Agreement shall be Hillsborough County and the Participating Governmental Agencies.

### **RECITALS**

**WHEREAS**, passenger ferries represent an option for providing transportation capacity and service between communities and destinations located around Tampa Bay; and

**WHEREAS**, passenger ferries represent a regional transportation capacity option that can be implemented faster than other options; and

**WHEREAS**, passenger ferries can provide an elegant and iconic connection to and between major cities and destinations around Tampa Bay and have significant potential to boost urban and environmental tourism in Tampa, St. Petersburg, Pinellas County and Hillsborough County by providing greater participation and attendance at major sporting events, museums, restaurants and special events in these areas; and

**WHEREAS**, Hillsborough and HMS Ferries, Inc. (“HMS”) entered into an operating agreement on June 16, 2021, for HMS to manage and operate the inter-city seasonal ferry service between St. Petersburg and Tampa for four seasons commencing on October 1, 2021 (“Ferry Service”); and

**WHEREAS**, the Parties wish to enter into an interlocal agreement for the Participating Governmental Agencies to provide funding for four seasons of the Ferry Service; and

**WHEREAS**, Hillsborough has requested funding assistance from the Florida Department of Transportation and if such funding is received during the term of this Agreement, the Parties’ costs will be reduced accordingly to account for the state funds.

**NOW, THEREFORE**, for and in consideration of the foregoing recitals (all of which are hereby adopted as an integral part of this Agreement), the mutual promises, covenants, and conditions herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Hillsborough and the Participating Governmental Agencies hereby agree as follows:

#### **1. PURPOSE**

Hillsborough and the Participating Governmental Agencies desire to enter into this Agreement for the Participating Governmental Agencies to provide funding for four seasons of the Ferry Service.

## **2. DESCRIPTION OF FERRY SERVICE**

A. The Ferry Service is a seasonal ferry transit operation that will provide direct service from downtown St. Petersburg to downtown Tampa (Channelside or convention center areas). HMS is responsible for managing and operating the Ferry Service pursuant to and in accordance with the Operating Agreement between Hillsborough and HMS dated June 16, 2021 (“Operating Agreement”). Operating Agreement (which includes the Operations Plan) is made an exhibit to this Agreement for reference. Pursuant to the Operating Agreement, Hillsborough and HMS may amend the schedule by mutual written agreement, provided that there will be (i) no reduction in the number of weekly trips or (ii) change to the duration of a Ferry Service season without written consent from the Participating Governmental Agencies.

B. If HMS decides to dock the vessel at a St. Petersburg owned or controlled facility, St. Petersburg will negotiate in good faith with HMS to allow HMS to obtain necessary dockage for the Ferry Service. If HMS decides to dock the vessel at a Tampa owned or controlled facility, Tampa will negotiate in good faith with HMS to allow HMS to obtain necessary dockage for the Ferry Service.

## **3. MONTHLY REPORTS AND RECORDS**

A. Hillsborough must remit the monthly operations reports to the Participating Governmental Agencies within five (5) days after receipt of such reports from HMS.

B. Hillsborough will keep records related to payments made to HMS pursuant to the Operating Agreement.

## **4. FUNDING AND WAIVER OF FEES**

A. Each of the Participating Governmental Agencies will pay Hillsborough one hundred seventy-five thousand dollars (\$175,000.00) for season one of the Ferry Service. Hillsborough will invoice the Participating Governmental Agencies on or after October 1, 2021, and the Participating Governmental Agencies will remit payment to Hillsborough in accordance with the Florida Local Government Prompt Payment Act (§218.70, Florida Statutes, et seq.).

B. Each of the Participating Governmental Agencies will pay Hillsborough one hundred ninety- thousand dollars (\$190,000.00) for season two of the Ferry Service. Hillsborough will invoice the Participating Governmental Agencies on or after October 1, 2022, and the Participating Governmental Agencies will remit payment to Hillsborough in accordance with the Florida Local Government Prompt Payment Act (§218.70, Florida Statutes, et seq.).

C. Each of the Participating Governmental Agencies shall pay Hillsborough two hundred two thousand five hundred dollars (\$202,500.00) for season three of the Ferry Service. Hillsborough will invoice the Participating Governmental Agencies on or after October 1, 2023,

and the Participating Governmental Agencies will remit payment to Hillsborough in accordance with the Florida Local Government Prompt Payment Act (§218.70, Florida Statutes, et seq.).

D. Each of the Participating Governmental Agencies shall pay Hillsborough two hundred fifty-five thousand dollars (\$255,000.00) for season four of the Ferry Service. Hillsborough will invoice the Participating Governmental Agencies on or after October 1, 2024, and the Participating Governmental Agencies will remit payment to Hillsborough in accordance with the Florida Local Government Prompt Payment Act (§218.70, Florida Statutes, et seq.).

E. Contribution amounts specified herein will be reduced in equal shares to each of the Parties to the extent of receipt of any Federal or State funding for the Ferry Service.

F. Any refunds received by Hillsborough pursuant to the Operating Agreement will be shared with the Parties in accord with their contribution.

G. If the vessel is docked at a St. Petersburg owned or controlled facility, St. Petersburg shall waive all docking fees for the Ferry Service. Additionally, St. Petersburg shall (i) provide utilities at the facility at no cost to HMS, (ii) obtain permits for the facility at its expense, (iii) provide security except during hours when HMS is operating the facility, (iv) be responsible for costs and expenses associated with any hurricane preparations at the facility, (v) and other costs identified in a license agreement between St. Petersburg and HMS.

H. If the vessel is docked at a Tampa owned or controlled facility, Tampa shall waive all docking fees for the Ferry Service. Additionally, Tampa shall (i) provide utilities at the facility at no cost to HMS, (ii) obtain permits for the facility at its expense, (iii) provide security except during hours when HMS is operating the facility, (iv) be responsible for costs and expenses associated with any hurricane preparations at the facility, (v) and other costs identified in a license agreement between Tampa and HMS.

## **5. REVENUE SHARING**

Pursuant to the Operating Agreement, each ferry season Hillsborough shall receive fifty percent (50%) of all Revenues (as defined in the Operating Agreement) generated from the Ferry Service above four hundred thousand dollars (\$400,000). In the event that Hillsborough receives any Revenues from the Ferry Service, the Parties shall equally share such Revenues. Any Revenues due to the Participating Governmental Agencies shall be paid by Hillsborough to the Participating Governmental Agencies within thirty (30) days after Hillsborough's receipt of Revenues.

## **6. EFFECTIVE DATE AND TERM OF AGREEMENT**

A. Hillsborough shall be responsible for filing this Agreement with the Clerk of the Circuit Court of Pinellas and Hillsborough Counties and this Agreement shall be effective on the date of the last filing ("Effective Date").

B. The term of this Agreement shall commence on the Effective Date and shall terminate upon conclusion of season four of the Ferry Service, unless earlier terminated or extended or renewed as provided for herein.

## **7. TERMINATION**

A. If Hillsborough does not notify HMS by August 15 of each year starting August 15, 2022, that Hillsborough desires for HMS to manage and operate the Ferry Service for an upcoming season, then this Agreement shall automatically terminate at midnight the following day. This Agreement shall also automatically terminate if the Operating Agreement terminates. Hillsborough shall notify the Participating Governmental Agencies upon such automatic termination.

B. Not later than June 1 of any year during the term of this Agreement, any Participating Governmental Agency may terminate this Agreement by written notice to Hillsborough and all other Participating Governmental Agencies. The Interlocal Agreement will be deemed terminated, unless the remaining Parties agree to a modification of the Interlocal Agreement or enter into a new interlocal agreement.

## **8. AMENDMENTS**

This Agreement may be modified or amended only by a document in writing executed by the Parties with the same formality of this Agreement.

## **9. GOVERNING LAW**

The laws of the State of Florida shall govern this Agreement.

## **10. SEVERABILITY**

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect, unless the particular clause, term or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

## **11. NOTICES**

Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by one party to another shall be in writing and shall be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

CITY OF ST. PETERSBURG

City of St. Petersburg  
PO Box 2842  
St. Petersburg, FL 33731  
Attn: Evan Mory  
Transportation &  
Parking Management Director

PINELLAS COUNTY

Pinellas County  
315 Court Street  
Clearwater, Florida 33756  
Attn: Barry A. Burton,  
County Administrator

CITY OF TAMPA

City of Tampa  
306 E. Jackson Street, 2N  
Tampa, Florida 33602  
Attn: Director of Economic Opportunity

HILLSBOROUGH COUNTY

Hillsborough County  
601 E. Kennedy Blvd., 26<sup>th</sup> Floor  
Tampa, Florida 33602  
Attn: Thomas H. Fass  
Assistant County Administrator

WITH COPIES TO:

Tampa Convention Center  
333 S. Franklin Street  
Tampa, Florida 33602  
Attn: Director of Convention Center & Tourism

Office of the City Attorney  
315 E. Kennedy Boulevard  
Tampa, Florida 33602  
Attn: City Attorney

**12. ENTIRE AGREEMENT**

This Agreement reflects the full and complete agreement between the Parties regarding the subject matter contained herein and supersedes all prior or contemporaneous agreements (whether oral or written) between them regarding the subject matter contained herein.

**13. SURVIVAL**

All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement shall survive such expiration or earlier termination.

**14. EXECUTION**

This Agreement may be signed in counterparts by the Parties hereto.

**15. NON-APPROPRIATION**

In the event sufficient budgeted funds are not appropriated for a new fiscal period of a particular Participating Governmental Agency, the affected Participating Governmental Agency shall notify Hillsborough of such an occurrence and this Agreement shall terminate as to the affected Participating Governmental Agency on the last day of the current fiscal year without penalty or expense to the affected Participating Governmental Agency. The Interlocal Agreement will be deemed terminated, unless the remaining Parties agree to a modification of the Interlocal Agreement or enter into a new interlocal agreement.

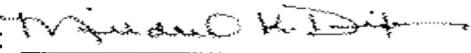
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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

HILLSBOROUGH COUNTY, FLORIDA

By:   
Stacy White, Chaplain  
Board of County Commissioners

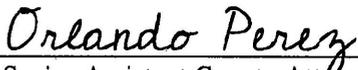
ATTEST: CINDY STUART  
Clerk of Circuit Court

BY:   
Deputy Clerk

(SEAL)



APPROVED BY COUNTY ATTORNEY  
AS TO FORM AND LEGAL SUFFICIENCY

By:   
Senior Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY FLORIDA  
DOCUMENT NO.

21-0866

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

CITY OF ST. PETERSBURG, FLORIDA

By:   
Rick Kriseman, Mayor 00573708

ATTEST:

BY: Patricia Beliveau  
Deputy City Clerk

(SEAL)

Approved as to Form and Content

By:   
City Attorney (Designee)



**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the day and year first written above.

PINELLAS COUNTY, FLORIDA

ATTEST:

By: *Dave Eggers*  
Dave Eggers  
Board of County Commissioners

BY: *[Signature]*

*Approved as to form, Jewel White, County Attorney*

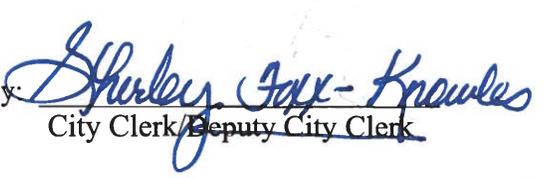


**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the day and year first written above.

CITY OF TAMPA, FLORIDA

By:   
Jane Castor, Mayor

ATTEST:

By:   
City Clerk/Deputy City Clerk

(SEAL)

Approved as to Form and Legal Sufficiency:

By:   
Ron Wigginton, Assistant City Attorney

## Cross Bay Ferry 2021 -2022 Season Recap

### Ticket Prices 2021 – 2022 Season

Type	One-Way	Two-Way
Adult (18+)	\$10	\$20
Senior (65+), Military, College Student (with ID), and Youth (Ages 5 -18)	\$8	\$16
Persons who use a wheelchair	\$5	\$10

### Cross Bay Ferry Ridership & Revenue– Provided by HMS Ferries 5/14/22

Month	Ridership	Ticket Revenue
Oct -21	4,076	\$40,868
Nov -21	8,994	\$88,760
Dec -21	8,829	\$86,406
Jan -22	7,384	\$73,338
Feb -22	8,836	\$87,101
Mar -22	11,041	\$110,291
Apr -22	12,159	\$123,340
May -22	689	\$7,050
<b>Total</b>	<b>62,017</b>	<b>\$617,154</b>