

Financial Management No.: 429195 1 84-01	Fund: SR2E Function_215 CFDA: 20.205	FLAIR Approp: 088796
Agency: School Board of Sarasota County	FAP# SRTS 156A	FLAIR Obj.: 790087
Contract No:	Contract Amount: \$50,965.00	Org. Code: 55014060162
		Vendor No.:F596000847067

JOINT PARTICIPATION AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
SCHOOL BOARD OF SARASOTA COUNTY

This Agreement, made and entered into this _____ day of _____, 2011, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as the DEPARTMENT) and the **SCHOOL BOARD OF SARASOTA COUNTY**, political subdivision of the State of Florida, existing under the Laws of Florida, (hereinafter referred to as the AGENCY),

WITNESSETH:

WHEREAS, the Parties have been granted specific Legislative Authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Five Year Work Program, to undertake the Project described as the Safe Route to School Walk and Roll Sarasota County safety education program., in Fiscal Year 2010/2011, said Project being known as FM # 429195 1 84 01, FAP # SRTS 156 A, hereinafter referred to as the "Project"; and

WHEREAS, the Project is not revenue producing and is contained in the adopted Five Year Work Program; and

WHEREAS, the implementation of the Project is in the interest of both the DEPARTMENT and the AGENCY and it would be most practical, expeditious, and economical for the AGENCY to perform the services to complete the Project.

WHEREAS, the intent of this Agreement is to establish the terms and conditions of the funding and the production of this Project;

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. TERM

A. The term of this Agreement shall begin upon the date of signature of the last party to execute. The AGENCY agrees to complete the Project by June 30, 2012, in accordance with the schedule described and contained in Exhibit "C" Estimated schedule of Completion attached hereto. If the AGENCY does not complete the Project within the time period allotted, this Agreement will expire on the last day of the scheduled completion, as provided in this paragraph unless an extension of the time period is requested by the AGENCY and granted in writing by the DEPARTMENT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project.

2. SERVICES AND PERFORMANCES

A. The AGENCY shall furnish the services to complete the Project. The purpose of this project is to conduct an educational and an encouragement component of the Federal Safe Routes to School (SRTS) Program within the Florida Department of Transportation (FDOT) District 1 in Sarasota County. The purpose is to educate students about bicycle and pedestrian safety, encourage more frequent walking and biking to each school, and enforce safety around the schools. The AGENCY shall perform all other necessary work to complete the Project, as specified in Exhibit "A", Scope of Services attached hereto and by this reference made a part hereof. Nothing herein shall be construed as requiring the AGENCY to perform any activity which is outside of the scope of services of the Project.

B. The AGENCY agrees to undertake the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including DEPARTMENT standards and specifications.

C. The AGENCY may hire a vendor through AGENCY'S normal hiring procedure to perform the education program. . In the event the AGENCY utilizes a vendor to perform the duties of this Agreement, the AGENCY shall require the vendor to utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons employed by the vendor during the term of this Agreement in which the vendor performs employment duties within Florida. This verification requirement extends to all persons, including vendors, utilized, hired, contracted or assigned by the vendor to perform work pursuant to this Agreement with the Department. In the event the AGENCY performs the

duties of this Agreement with its employees, the requirements of this paragraph shall apply equally to the AGENCY.

D. If the AGENCY utilizes its own work force for any services for the Project, all costs and expenses shall be subject to reimbursement from the DEPARTMENT.

E. Upon request, the AGENCY agrees to provide progress reports to the DEPARTMENT in the standard format used by the AGENCY 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 work being done by the AGENCY and of details thereof. Either party to the Agreement may request and shall, within a reasonable time thereafter, be granted a conference with the other party. Coordination shall be maintained by the AGENCY with representatives of the DEPARTMENT.

3. COMPENSATION AND REIMBURSEMENT

A. **Project Cost:** The total estimated cost of the Project is \$50,965.00 (FIFTY THOUSAND NINE HUNDRED AND SIXTY FIVE DOLLARS). This amount is based on the Schedule of Funding, Exhibit "B" attached hereto.

B. **DEPARTMENT Participation:** The DEPARTMENT agrees to reimburse the AGENCY in an amount not to exceed **\$50,965.00 (FIFTY THOUSAND NINE HUNDRED AND SIXTY FIVE DOLLARS)** for actual costs incurred, excluding AGENCY overhead. The funding for this Project is contingent upon annual appropriation by the Florida Legislature. The AGENCY agrees to bear all expenses in excess of the DEPARTMENT's participation. Travel costs will not be reimbursed.

i) The AGENCY shall submit invoices plus supporting documentation required by the DEPARTMENT for approval and processing.

ii) Invoices must be based on quantifiable, measurable and verifiable units of deliverables as specified in Paragraph 2.A. and in Exhibit "A", Scope of Services and Exhibit "B", Schedule of Funding. Supporting documentation must establish that the deliverables were received and accepted in writing by the AGENCY and must also establish that the required minimum level of service to be performed as specified in Exhibit "A", Scope of Services was met.

iii) Reimbursement for fees or other compensation for services or expenses incurred shall be submitted by the AGENCY in detail sufficient for a proper pre-audit and post-audit thereof,

based on the quantifiable, measurable and verifiable deliverables as established in Paragraph 2.A. and Exhibit "A", Scope of Services and said request for reimbursement/invoice must be completed and accepted in writing by the Department's Project Manager or designee prior to reimbursement.

iv) The AGENCY may receive progress payments for deliverables based on the contractor's Schedule of Values and on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this Agreement will be reimbursed upon the completion of all Project services, receipt of final education program, Project cost documentation, proper submission of a detailed invoice and when the Project has been approved and accepted to the satisfaction of the DEPARTMENT in writing.

v) All costs charged to the Project by the AGENCY shall be supported by detailed invoices, proof of payments, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

C. The DEPARTMENT shall have the right to retain out of any payment due the AGENCY under this Agreement, an amount sufficient to satisfy any amount due and owing to the DEPARTMENT by the AGENCY on any other Agreement between the AGENCY and the DEPARTMENT.

D. The AGENCY which is providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt of an invoice, the DEPARTMENT has twenty (20) working days to inspect and approve the goods and services. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within forty (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. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the AGENCY requests payment. Invoices which have to be returned to the 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

Contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

E. Records of costs incurred under 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 (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the 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. Any discrepancies revealed by any such audit shall be resolved by a corrected final billing from the AGENCY to the DEPARTMENT.

F. In the event this Agreement is in excess of \$25,000.00 (TWENTY-FIVE THOUSAND DOLLARS AND NO/100) and a term for a period of more than one year, the provisions of Section 339.135(6) (a), Florida Statutes, are hereby incorporated as follows:

“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 one 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 \$25,000.00 and which have a term for a period of more than one (1) year.”

G. The DEPARTMENT'S performance and obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be

terminated, which shall be effective upon the DEPARTMENT giving notice to the AGENCY to that effect.

H. Audits: The administration of resources awarded by the Department to the AGENCY may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

Recipients of federal funds (i.e. state, AGENCY, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

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

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

3. If the AGENCY expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the AGENCY elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit

must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from AGENCY resources obtained from other than Federal entities).

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

PART II: STATE FUNDED

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes) are to have audits done annually using the following criteria:

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

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

3. If the AGENCY expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the AGENCY 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 nonstate entity's resources (i.e., the cost of such an audit must be paid from the AGENCY resources obtained from other than State entities).

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

PART III: OTHER AUDIT REQUIREMENTS

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

Records related to unresolved audit findings, appeals, or litigation shall be retained until the

action is completed or the dispute is resolved. Access to Project records and audit work papers shall be given to the DEPARTMENT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

PART IV: REPORT SUBMISSION

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

A. The DEPARTMENT at the following address:

Florida Department of Transportation
Attn: Karen A. Miracola
LFA/JPA Coordinator
10041 Daniels Parkway
Fort Myers, Florida 33913

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d) (1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

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

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

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

Florida Department of Transportation
Attn: Karen A. Miracola
LFA/JPA Coordinator
10041 Daniels Parkway
Fort Myers, Florida 33913

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB

Circular A-133, as revised, and any management letters issued by the auditor, to the DEPARTMENT at the following address:

Florida Department of Transportation
Attn: Karen A. Miracola
LFA/JPA Coordinator
10041 Daniels Parkway
Fort Myers, Florida 33913

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

A. The DEPARTMENT at the following address:

Florida Department of Transportation
Attn: Karen A. Miracola
LFA/JPA Coordinator
10041 Daniels Parkway
Fort Myers, Florida 33913

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

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

4. Copies of reports or the management letter required by PART III of this Agreement shall be submitted by or on behalf of the AGENCY directly to:

A. The DEPARTMENT at the following address:

Florida Department of Transportation
Attn: Karen A. Miracola
LFA/JPA Coordinator
10041 Daniels Parkway
Fort Myers, Florida 33913

5. Any reports, management letters, or other information required to be submitted to the DEPARTMENT pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (AGENCY all entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the DEPARTMENT for audits done in accordance with OMB Circular A-133 or Chapters

10.550 (AGENCY all entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The AGENCY shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, CFO, or Auditor General access to such records upon request. The AGENCY shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, CFO, or Auditor General upon request for a period of at least five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

4. COMPLIANCE WITH LAWS

A. The AGENCY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the AGENCY in conjunction with this Agreement. Failure by the AGENCY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The AGENCY shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The AGENCY shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The AGENCY and the DEPARTMENT agree that the AGENCY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Contract.

E. 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.

5. TERMINATION AND DEFAULT

A. This Agreement may be cancelled by the DEPARTMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the AGENCY shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors. This contract may be cancelled by the AGENCY upon sixty (60) days written notice to the DEPARTMENT.

B. If the DEPARTMENT determines that the performance of the AGENCY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the AGENCY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the AGENCY, the DEPARTMENT shall notify the AGENCY of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. 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 an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the AGENCY.

6. MISCELLANEOUS

A. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

B. The DEPARTMENT shall not be obligated or liable hereunder to any party other than the AGENCY.

C. 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.

D. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

E. All tracings, plans specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and the AGENCY and shall at all times be and remain the property of the DEPARTMENT and the AGENCY without restriction or limitation on their use.

F. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

G. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the Project is completed, any subsequent litigation is complete and terminated, final costs are known, and legislatively appropriated reimbursements, if approved, are made by the DEPARTMENT. The DEPARTMENT may, at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interest of the public.

H. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: 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, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

I. All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

FLORIDA DEPARTMENT OF TRANSPORTATION

Karen A. Miracola
LFA/JPA Coordinator
10041 Daniels Parkway
Fort Myers, Florida 33913

Sarita A. Taylor
Bicycle/ Pedestrian Coordinator
801 North Broadway Avenue
Bartow, Florida 33830

SCHOOL BOARD OF SARASOTA COUNTY

Sherri Reynolds, Supervisor
1960 Landings Blvd
Sarasota, Florida 34231

IN WITNESS WHEREOF, the AGENCY has executed this Agreement this _____ day of _____, 2011, and the DEPARTMENT has executed this Agreement this _____ day of _____, 2011.

SCHOOL BOARD OF SARASOTA COUNTY
By: SCHOOL BOARD CHAIRPERSON

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

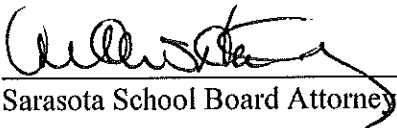
As approved by the Board on:

Attest:

Attest:

Executive Secretary

Legal Review:



Sarasota School Board Attorney

Legal Review:

Financial Provisions Approval by

EXHIBIT "A"

SCOPE OF SERVICES

Financial Management Number: 429195 1 84 01

OBJECTIVE:

The purpose of this project is to conduct an educational and an encouragement component of the Federal State Route to School (SRTS) Program within the Florida Department of Transportation (FDOT), District 1 Sarasota County. The goal of the SRTS program is to increase the number of students in grades Kindergarten through Eighth to safely walk and bike to school. With the combination of safety education and adult involvement, children can safely be given increased opportunities for walking and bicycling safely to and from school.

This project proposes a one (1) year Bicycle and Pedestrian safety Program that will encourage the creation of programs to teach pedestrian and bicycle safety for children traveling to and from school. This program will provide children with needed skills and confidence to travel safely, as well as convince parents to allow children to walk/cycle to and from school. It is also the goal of the program to create ongoing programming that can safely and easily be replicated.

SERVICES TO BE PROVIDED:

This program is a strategy for pedestrian and bicycling safety that combines classroom instruction, education outreach and experimental learning to educate children, parents and community about how to walk and bike to school in a safe way. Along with classroom training, these efforts are reinforced with programs such as "walk to school" day events, walking school buses, bicycle trains and bicycle rodeos.

Walking School Buses and Bicycle Trains reduce the number of cars driven before and after schools thereby lowering traffic congestion during peak school times each day while equipping children with safety skills they need to walk and bike safely. The reduction of congestion will create a safer walking and bicycling environment, including adult supervision in children's commute to and from

school. This increased adult involvement is intended to also alleviate parental concern about children's safety and distance to and from school. This program works when adults become involved. Successful Walking School Buses and Bicycle Trains create a safer, more involved community. Project personnel will create Walking School Buses/Bicycle Trains and/or conduct Bicycle Rodeos as relevant to the specific school targeted. They will purchase other necessary supplies to conduct Bicycle Rodeos at schools.

All non-infrastructure activities and infrastructure project funded by SRTS monies must comply with title 23 requirements of the U.S. Code which include, but are not limited to, Davis Bacon prevailing wage rates, competitive bidding, and other contracting requirements. The vendor must comply with all applicable Title 23 requirements. USDOT regulations are available at www.fhwa.dot.gov/legsregs/legislat.html

DEPARTMENT RESPONSIBILITY:

The Department will provide a project manager. This person will be Sarita A. Taylor, SRTS Program Manager for the Florida Department of Transportation, District One, 801 North Broadway Avenue, Bartow, FL 33830.

The Department may provide additional printed and/or promotional material on hand to help promote the project.

REPORTING:

Reports will be provided on a quarterly basis to the Department. A final report will be presented at the end of the contract.

Florida's SRTS program is 100 percent federally funded and managed through the Florida Department of Transportation (FDOT) by a cost reimbursement process. All SRTS funding is reimbursed. Therefore the applicant must provide initial funding.

Exhibit "B"

ESTIMATED SCHEDULE OF FUNDING

Financial Management Number: 429195 1 84 01

By and through this Joint Participation Agreement with the AGENCY, the DEPARTMENT agrees to reimburse the AGENCY up to, but not to exceed \$50,965.00. (Fifty Thousand Nine Hundred and Sixty Five Dollars) for actual costs incurred on this project, excluding AGENCY overhead.

Item	Year 2010-2011
Personnel Services	
District Walking Coordinator (8 hr/wk x 40wks/yr x \$20/hr)	\$ 6,400.00
School Walking Coordinators (2hr/wk x 40wksx\$20/hrx8 schools)	\$ 12,800.00
*Training to produce public services announcements (PSA) (\$25/hr x15hrs)	\$ 375.00
Total Personnel Services	\$ 19,575.00
Expenses	
Materials and Supplies	
Printing flyers (10 flyers/yr x 800 copies x \$0.05/copy x 8 schools)	\$ 3,200.00
Postage for flyers (2 flyers/yr x 500 copies x\$0.44 ea x 8 schools)	\$ 3,520.00
Incentive card printing (800 copies x \$0.15 ea x 8 schools)	\$ 960.00
*Video tapes/DVDs (50 tapes x \$3 each)	\$ 150.00
Total Materials and Supplies	\$ 7,830.00
Educational Items	
Brochures (1700 copies x \$1 ea)	\$ 1,700.00
Hardcover books (20 copies x \$25 ea for 8 schools)	\$ 4,000.00
Soft cover books (60 copies x \$10 ea)	\$ 600.00
Curricular kits (70 copies x \$30 ea)	\$ 2,100.00
*°Props for PSAs	\$ 500.00

Total Educational Items	\$ 8,900.00
Promotional Items	
Helmets and reflective backpacks (from FDOT)	\$ -
Water bottles (80/yr x \$4 ea x 8 schools)	\$ 2,560.00
•Other items such as water bottles clips, pedometers, first aid kits (\$900/yr for 8 schools)	\$ 7,200.00
T-shirts- removed from budget	\$ -
Total Promotional Items	\$ 9,760.00
Other Expenses	
Walking School Bus Stop signs (50 x \$10 ea x 8 schools)	\$ 4,000.00
Wagons for backpacks (from FDOT)	\$ -
*Mounting brackets for one TV Rocketfish™- Full motion wall mount for most 32"- 56" TVs or comparable model	\$ 400.00
Total Other Expenses	\$ 4,400.00
Operating Capital Outlay	
Equipment	
*One TV with Tape/DVD player for PSA Toshiba- 32" Class/720p/60hz/LCD HDTV DVD Combo or comparable model	\$ 500.00
Total for Equipment	\$ 500.00
GRAND TOTAL	\$ 50,965.00

**For Tatum Ridge Elementary*

*° Props for students to use when filming Public Service Announcement. Creating PSAs with the use of props helps make the abstract concept of "safety" more concrete and visual for young students. Anticipate purchasing the following props:
Sunglasses: \$3.95 ea x 10=\$39.50, Wigs: \$19.95 ea x5=\$99.75, Make-up kits: \$10.95x5=\$54.75, Hats: \$14.95 ea x10=\$149.50, beards and mustaches: \$4.95x5=\$24.75, Ties: \$4.95x5=\$24.75, Vests: \$11.95x3=\$35.85, Movie clapboard: \$10.95x3=\$32.85, Hero cape: \$11.95x3=\$35.85 Total of \$497.55. Difference of \$2.45 for cost fluctuations of the individual items.*

*• Water bottle clips: \$55 set-up fee, \$1.19 ea x 150 = \$233.50
Pedometers: \$50 set-up fee, \$1.50 ea x 75 = \$162.50, First aid kits: \$30 set-up fee, \$1.69 ea x 100 = \$ 199.00, Key rings: \$10 set-up fee, \$0.59 ea x 500 = \$305.00 Total of \$900.00*

Exhibit "C"

ESTIMATED SCHEDULE OF COMPLETION

Financial Management Number: 429195 1 84 01

Project will be completed by June 30, 2012

Exhibit "D"

FEDERAL and/or STATE resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. Compliance Requirements applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc.)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding AGENCY may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES		
FEDERAL AGENCY	CATALOG OF FEDERAL DOMESTIC ASSISTANCE (NUMBER & TITLE)	AMOUNT
Compliance Requirements		
OMB Circular A21 49 CFR18-26 49 CFR 19.26 F.S. 215.97(5)(a)	20.205	\$50,965.00
STATE RESOURCES		
STATE AGENCY	CATALOG OF STATE FINANCIAL ASSISTANCE (NUMBER & TITLE)	AMOUNT
N/A	N/A	

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Fla. Stat. §215.97(5) (a), require that the information about Federal Programs and State PROJECTs included in Exhibit 1 be provided to the recipient.