

**AN AGREEMENT FOR THE UTILIZATION
OF PASS-THROUGH FTA AND COMMONWEALTH TRANSIT FUNDS IN THE
HAMPTON ROADS TRANSPORTATION PLANNING ORGANIZATION
AREA FOR FISCAL YEAR 2020**

This Agreement, made and entered into as of this 29th day of August, 2019 by and between the **Hampton Roads Transportation Planning Organization**, hereinafter referred to as the "HRTPO", and the **City of Suffolk** a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as "Suffolk" for the utilization of pass-through FTA and Commonwealth Transit funds.

Whereas, the HRTPO is actively engaged in the development of a transportation planning process in accordance with the "Master Agreement for the Use of Commonwealth Transportation Funds" for the Hampton Roads Transportation Planning Organization dated April 16, 2012, as amended, the terms of which are incorporated herein by this reference and are to be used to interpret this contract consistent with said Agreement; and

Whereas, the HRTPO has entered into a Project Agreement for the Use of FTA and Commonwealth Transit Funds with the Commonwealth of Virginia, Department of Rail and Public Transportation, to implement the activities specified in the HRTPO's Fiscal Year 2020 Unified Planning Work Program; and

Whereas, Suffolk operates a transit system in the city known as Suffolk Transit; and

Whereas, the HRTPO desires to engage Suffolk to perform Task Number 10.4 of this Work Program;

Now, therefore, the HRTPO and Suffolk do hereby mutually agree as follows:

Article I – Scope of Service

Suffolk shall perform, in a professional manner, the services as outlined in the attached Scope of Work, Appendix A. The Scope shall include a copy of the work activity from the FY 2020 Unified Planning Work Program.

Article II – Time of Performance

Suffolk Transit shall begin work effective July 1, 2019, and have the project finished and a report submitted to the HRTPO by June 30, 2020, for approval by the HRTPO and the Virginia Department of Rail and Public Transportation, also known as "DRPT".

Article III – Basis of Payment

For services performed in accordance with the provisions of this Agreement, the HRTPO agrees to pay Suffolk 90% of actual costs up to the maximum amount of \$10,000 in FY-2020 Section 5303 funds. Actual costs shall include direct salaries and payroll burden as defined below and non-salary direct costs as detailed and attached to this Agreement.

1. Direct Salaries - Direct salaries are defined as the cost of salaries of employees for the time directly chargeable to the project. Suffolk shall provide a list of all personnel anticipated to charge time against the activities covered by this Agreement. This list shall

be attached to this Agreement as Attachment B, and shall identify personnel by payroll classification only (planner, technician, etc.) and their present actual payroll rate per hour.

Premium overtime payments, when authorized by the HRTPO and the Virginia Department of Rail and Public Transportation, shall be included in direct labor costs. Payroll burden cost shall be added to the straight time salaries for overtime payment but shall not be added to premium overtime payments.

2. Payroll Burden - Payroll burden is defined as sick leave, vacation and holiday pay of engineers, draftsmen and other technical personnel, plus payroll and unemployment taxes, contributions for Social Security, unemployment compensation insurance, retirement plan, and life and medical insurance benefits. Costs of company contributions to a life insurance, medical insurance and retirement plan for employees shall be normal and reasonable. Payroll burden is expressed as a percentage of direct salaries.
3. Payroll Burden Percentage - The percentage to be applied for payroll burden for the purpose of computing partial payments shall be based on Suffolk's accounting records and shall be adjusted annually to reflect current records. The maximum allowable percentage shall be as audited.

Quarterly payments shall be made for the services performed based on Suffolk's detailed statement of expenditures. All vouchers submitted for quarterly payments shall be received by the HRTPO within ten days of the end of the quarter and supported by progress reports consisting of a schedule showing the percentage of completion, and a narrative outlining accomplishments during the quarter. The final voucher shall be submitted within 60 days subsequent to the completion of the work. Final payment shall be made no earlier than 60 days nor later than 120 days after the acceptance of the completed requirements of the Agreement. Final payment shall be based on audited costs and additive rates.

Suffolk agrees that, as determined by audit, any costs found to be unsupported by acceptable records or in violation of any provision of this Agreement shall not be reimbursable; and any previous payments of such costs shall be promptly reimbursed to the HRTPO.

The HRTPO must receive payment for work performed from the Virginia Department of Rail and Public Transportation before pass-through funds can be reimbursed to Suffolk.

Article IV – Third Party Contracts

Unless authorized in writing by the HRTPO, Suffolk shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under the Agreement without the prior written agreement of the HRTPO. Further, no Request for Proposal ("RFP") which uses Section 5303 funds may be issued prior to review and approval of the RFP by the HRTPO and DRPT.

Article V - Restrictions, Prohibitions, Controls, and Labor Provisions

Suffolk shall comply with all of the restrictions, prohibitions, controls, and labor provisions set forth in Appendix C, hereto attached and made part of the Agreement.

Article VI – Compliance with Title VI of the Civil Rights Act of 1964

Suffolk shall comply with the provisions of Title VI of the Civil Rights Act of 1964, and the provisions of Appendix D, hereto attached and made a part of this agreement.

Article VII – Other Provisions

Suffolk shall be subject to all provisions placed on the HRTPO by the Virginia Department of Rail and Public Transportation in their Agreement for the use of FTA Section 5303 funds and Commonwealth Transit funds for FY 2020, the terms of which are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereunto have set their hands and affixed their seals, the day and year first written above.

ATTEST:

BY: Kelli Arledge
Kelli Arledge
Human Resources Administrator

HAMPTON ROADS TRANSPORTATION
PLANNING ORGANIZATION

BY: Robert A. Crum, Jr.
Robert A. Crum, Jr.
Executive Director

ATTEST:

BY: Tracey L. Saper
Deputy City Clerk
(TITLE)

CITY of SUFFOLK

BY: [Signature]
City Manager
(TITLE)

Appendix A - Scope of Work

Appendix B - Personnel

Appendix C – Restrictions, Prohibitions, Controls, and Labor Provisions

Appendix D - Title VI

APPENDIX A

10.4 Suffolk Transit Performance Monitoring

A. Background

Suffolk, Virginia is a mixed used community of approximately 429 square miles and a population of approximately 90,400. The City is comprised of a downtown central district comprised of commercial, industrial and residential areas, a predominately suburban, commercial and tech district in the northeast and agricultural areas in the south and west. The City is experiencing significant growth and has a strong, vibrant economy.

The City of Suffolk currently operates a transit system (Suffolk Transit) in the downtown and northeastern parts of the City with connecting service between. Suffolk Transit (ST) is a division of the Department of Public Works and provides public transit service and paratransit service for its citizens. The City owns the buses but utilizes a service contractor as the service provider for operations.

Suffolk Transit's system currently operates six (6) routes identified as Green, Orange, Red, Yellow, Purple and Pink on the weekdays. Beginning in July of 2018 Suffolk Transit extended weekday hours on the Yellow Route, the Red Route and the Pink Route. Suffolk Transit also began operating five (5) route identified as Green, Orange, Blue, Purple and Pink on Saturdays. Weekday service runs from 6:30 am to 6:30 pm and Saturday service runs from 7:30 am to 4:30 pm.

The City maintains a fleet of eight (8) Champion Challenger 19 passenger body-on-chassis buses and two (2) Starcraft Allstar 19 passenger body-on-chassis buses. The Vehicles are equipped an Intelligent Transportation System (ITS) that is contracted through ETA Transit. This system provides for vehicle tracking and Automated Passenger Counters (APCs).

The current service contractor works closely with City staff to provide the best transit service possible. Suffolk Transit reported 113,084 unlinked passenger trips and logged over 244,000 revenue miles for FY2017 and 110,659 unlinked passenger trips with roughly the same number of revenue miles for FY2018.

Funding sources include Federal and State transit grants, local contributions, vehicle advertisement revenue and fare box recovery.

B. Work Elements (WE)

The Scope of Work for this project includes the following tasks.

1. WE 1 – Routine Service Consumption and Performance Monitoring– Service monitoring and data collection on service characteristics (i.e. trip purpose, fares, revenue miles, etc.), service efficiency (cost per mile), service effectiveness (riders per mile and hour, etc.) and service quality (i.e. service disruptions and accidents, customer complaints, etc.). Information gathered will allow staff to identify developing issues and increase our ability to help Suffolk Transit shape policy, improve customer service and meet State and Federal requirements. Through the utilization of Suffolk Transit's Intelligent Transportation System

(ITS) and Automated Passenger Counters (APCs) more data is being collected, which will support the agency's performance efforts.

2. WE 2 – Annual financial and performance reporting – Information collected from performance monitoring, financial system information and the annual Comprehensive Annual Financial Report (CAFR) will be used to compile reports required by state and federal agencies. Annual financial audit for NTD.
3. WE 3 –Evaluation of Existing, Proposed and Potential Service – Annual evaluation of the performance of existing service and coordination with the most recent Transit Development Plan. Performance data developed will be in line with accountability measures reported to the Virginia Department of Rail and Public Transportation and for the Federal Transit Administration's National Transit Database (NTD).

C. End Products

1. WE 1 – Internal performance reports to help measure service efficiency, service effectiveness, and service quality which will allow Suffolk Transit to monitor ongoing system and financial performance and compile reports as requested for other departments or outside agencies. APCs will also be evaluated through these performance reports to ensure compliance with NTD reporting regulations.
2. WE 2 – Compliance with annual State audit and National Transit Database reporting to demonstrate compliance, financial condition and performance metrics to state, and federal partners.
3. WE 3 – Coordination with contractors while the FY 19 Transit Development Plan is being developed. Continued monitoring of the ITS system will enhance reporting capabilities. Additional service will be regularly monitored with data to ensure services are effective.

D. Schedule

1. WE 1 – Ongoing departmental monthly reports and annual reports/presentation to City Council and outside organizations upon request.
2. WE 2 – The State Audit and NTD have monthly, quarterly and annual reporting requirements. Additional requirements upon request.
3. WE 3 – Suffolk Transit is still in the development of a new Transit Development Plan in FY18. It is anticipated to be completed in late FY19. Updates to this plan will be performed annually. Additional activities may be completed upon request.

E. Participants

City of Suffolk, HRTPO, DRPT, FTA and other local, state, and federal agencies staff.

F. Budget, Staff, Funding

(Funding information includes applicable state/local matching funds)

ENTITY	5303		TOTAL
SUFFOLK TRANSIT	\$10,000		\$10,000

APPENDIX B

FY - 2020 PERSONNEL

Position	Rate/Hour (w/o fringe benefits)
Transit Manager	\$30.31/hr
Director of Public Works	\$58.64/hr

Appendix C: Restrictions, Prohibitions, Controls, and Labor Provisions

- a. Suffolk, its agents, employees, assigns, or successors, and any persons, firms, or agency of whatever nature with whom it may contract or make agreement in connection with the Agreement, shall not discriminate against any employee or applicant for employment because of age, race, handicap, color, sex, or national origin. Suffolk shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment, without regard to their age, race, religion, handicap, color, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b. Disadvantaged Business Enterprise ('DBE'). It is the policy of the U.S. DOT that DBE's as defined in 49 C.F.R. pt.26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with the Federal funds under this Agreement. Consequently, the DBE requirements of 49 C.F.R. pt. 26 apply to this Agreement.

Suffolk or its contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. pt. 26. Suffolk Transit shall take all necessary and reasonable steps under 49 CFR pt.26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts. Suffolk will utilize the Virginia Department of Transportation's DBE program, as required by 49 C.F.R. pt.26 and as approved by U.S. DOT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Suffolk of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C.# 1001 and/or the Program Fraud Civil Remedies act of 1986 (31 U.S.C. #3801 *et seq.*)

Pursuant to the requirements of 49 C.F.R. pt. 26 the following clause must be inserted in each third party contract:

"The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the contract. The contractor shall carry out applicable requirements of 49 C.F.R. pt.26 in the award and administration of U.S. DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of the contract or such remedy as the Suffolk deems appropriate."

- c. Interest of Member of, or Delegates to, Congress. No member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.
- d. Conflict of Interest. Suffolk and its officers and employees shall comply with provisions of the State and Local Governments Conflicts Act, #2.2-3100 of the *Code of Virginia* (1950) *et seq.*, as amended.

- e. Suffolk, its agents, employees, assigns, or successors, and any persons, firm, or agency of whatever nature with whom it may contract or make an agreement, shall comply with the provisions of the Virginia Fair Employment Contracting Act, #2.2-4200 *et seq.* of the *Code of Virginia* (1950), as amended.

Appendix D: Title VI

During the performance of this agreement, Suffolk, for itself, its assignees, and successors in interest, agrees as follows:

- a. **Compliance with Regulations:** Suffolk shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (U.S. DOT) 40 C.F.R. pt. 21, as amended ("Regulations").
- b. **Nondiscrimination:** Suffolk, with regard to the work performed by it during the term of the Agreement, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Suffolk shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations.
- c. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by Suffolk for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Suffolk of Suffolk's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- d. **Information-Reports:** Suffolk shall provide all information and reports developed as a result of or required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the HRTPO to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Suffolk is in the exclusive possession of another who fails or refuses to furnish this information, Suffolk shall so certify to the HRTPO and shall set forth the efforts it has made to obtain this information.
- e. **Sanctions for Noncompliance:** In the event of Suffolk's noncompliance with the nondiscrimination provisions of this Agreement, the HRTPO shall impose such Agreement sanctions as it may determine to be appropriate, including, but not limited to:
 1. Withholding of payments to Suffolk under the Agreement until Suffolk complies; and/or
 2. Cancellation, termination, or suspension of the Agreement in whole or in part.
- f. **Incorporation of Provisions:** Suffolk shall include the provisions or paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Suffolk shall take such action with respect to any subcontract or procurement as the HRTPO may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Suffolk becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Suffolk must immediately notify the HRTPO so that steps can be taken to protect the interests of the HRTPO, the Department and the United States.