

**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 **Williamsburg Area Transit Authority**, hereinafter referred to as WATA, 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, the HRTPO desires to engage the WATA to perform Task Number 10.3 of this Work Program;

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

Article I – Scope of Service

The WATA 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

The WATA 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.

Article III – Basis of Payment

For services performed in accordance with the provisions of this Agreement, the HRTPO agrees to pay the WATA 90% of actual costs up to the maximum amount of \$200,000 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. WATA 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 the WATA 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 the WATA 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.

The WATA 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 the WATA.

Article IV – Third Party Contracts

Unless authorized in writing by the HRTPO, the WATA 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

The WATA 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


The WATA 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.

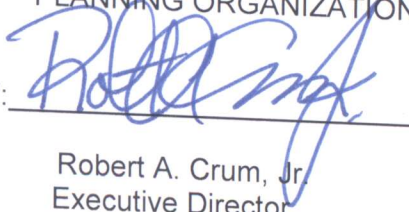
Article VII – Other Provisions

The WATA 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.

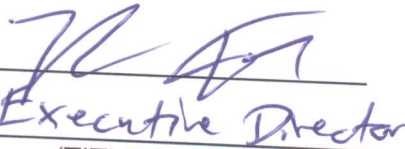
ATTEST:

BY: 
Kelli Arledge
Human Resources Administrator

HAMPTON ROADS TRANSPORTATION
PLANNING ORGANIZATION
BY: 
Robert A. Crum, Jr.
Executive Director

ATTEST:

BY: 
Budget & Grants Mgr
(TITLE)

WILLIAMSBURG AREA
TRANSIT AUTHORITY
BY: 
Executive Director
(TITLE)

Appendix A - Scope of Work
Appendix B - Personnel
Appendix C – Restrictions, Prohibitions, Controls, and Labor Provisions
Appendix D - Title VI

APPENDIX A

10.3 WATA Performance Monitoring and Evaluation

A. Background

The Williamsburg Area Transit Authority (WATA), comprised of the Counties of York and James City, the City of Williamsburg, and the Colonial Williamsburg Foundation, was created on August 28, 2008 to provide planning support for the vision of a seamless regional system.

Initiatives planned have resulted in over 2.4 million trips in fiscal year 2017 to citizens, guests and students of the City of Williamsburg, James City County, York County, Surry County, and the College of William and Mary, also connecting service to Hampton Roads Transit in Newport News. Planned initiatives include the following:

- Continue appropriate Trolley service connecting commercial/residential areas of Merchants Square (Colonial Williamsburg), High Street (City of Williamsburg) and New Town (James City County) areas.
- Continue evaluation of workforce commuting patterns for connections between the City of Newport News and the Counties of Charles City, New Kent and Surry to Greater Williamsburg to address a shortage of future workforce required for the food service, retail, warehousing, and tourism and hospitality industries. Evaluation to include transit bus options, active transportation and carpool/vanpools.
- Continue to develop the AVL/GPS to improve safety and security, customer service, communications, management and efficiency.
- Development of a plan for WATA transit facilities. WATA currently leases a facility.
- Continue evaluation of collaboration with other complementary transportation providers in the area for greater mobility for the residents, visitors and tourists in the Greater Williamsburg area.
- Implement initiatives based on the Comprehensive Operational Analysis recommendations and the Transit Development Plan completed in FY 16.
- Actively planning with the Peninsula Agency on Aging and Williamsburg Faith in Action for the establishment of a "one-call" center for mobility services.
- Finalize negotiations for purchase of the administrative and maintenance facility and begin design for site development.
- Finalize site selection for a potential new transfer station in the northern section of James City County.
- Implement an Automated Passenger Counting system.
- The collection and analysis of information to ensure system growth and change meets the needs of the region and communicating the importance of our system's programs to our local, regional, state and federal partners.

B. Work Elements (WE)

The scope of work that supports this need follows.

1. **Objectives and Measures-** Objectives, goals, and strategies are formulated and established as part of the Transit Development Plan for the Williamsburg Area Transit Authority, as well as to meet planning requirements of our local, state and federal partners. Quantifiable measures and strategies to develop these objectives are established and monitored on a month-to-month basis and incorporated in monthly, quarterly, mid-year, and annual reports to the Board, respective Advisory committees and State and Federal partners.
2. **Service Consumption and Performance** - Service monitoring and data collection on service characteristics (i.e. trip purpose, fares, revenue miles, passenger miles, etc.), service efficiency (cost per mile, revenue to expense ratio, etc.), service effectiveness (riders per mile and hour, etc.), and service quality (i.e. service disruptions and accidents, customer complaints, vehicle support, etc.) will increase our information database to help the Board shape policy and meet new State and Federal requirements. The utilization and administration of the Authority's Intelligent Transportation System (ITS) provides more data and information, which will support the Authority's performance efforts.

Attention to vehicle support will result in an emphasis on performance standards improving customer convenience and safety. Maintenance support standards for ramps/lifts, heating and air conditioning, passenger information and distance between in-service failures will be evaluated. Data is collected with the assistance of administrative and operations personnel on a daily, weekly, and monthly basis, and incorporated in monthly, quarterly, and annual reports. Data is used to adjust established goals and objectives.

Implementing an Automatic Passenger Counter (APC) system beginning January 2019 and scheduled for completion early FY2020.

3. **Evaluate Proposed and Existing Service** - Annual evaluation of the performance of existing services entails the computation of performance data and ratios to determine service effectiveness and efficiency, congestion mitigation, and air quality improvement measures. 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. These values are analyzed on a trend basis as needed.

Continued evaluation of service changes based on the Comprehensive Operational Analysis and Transit Development Plan completed in FY 16. Providing training to several key staff from WATA and localities on transit service planning through the National Transit Institute.

4. **Bus Stop Improvements-** Safe, convenient stop locations conducive to customer needs require continued evaluation and partnerships with the localities, business community, and VDOT. Evaluation includes an annual review of Authority's assets' condition (bus stops poles, placards, benches, pull-offs, shelters, and bus

signage) and the location of those assets, to be then used for a management and replacement plan. Other aspects of this annual review will include an assessment of amenities in and around stops and evaluating the need for pedestrian improvements, such as crosswalks, lighting and bike racks. Such factors as engineering, environmental, usage, and pedestrian safety and ADA accessibility will be analyzed. Additional resources for shelters through grants and VDOT shelter engineering standards require policy decisions as to locations.

5. **System Revenue/Partnership Evaluation-** WATA implemented a fare increase in FY 17. WATA will continue to review the fare structure, including, daily, weekly and monthly passes. Encouraging the use of the WATA Customer Service Center & Store should reduce the bus dwell time, driver cash handling, and reduce customer service incidents, while increasing total fare income. Quarterly review of WATA's current bus advertising and plans for private support and revenue alternatives will be presented for Board approval to reduce the dependency on governmental support. Partnerships with local agencies and businesses will be maintained and developed to support ridership and increase revenue. Explore more convenient payment options either online, kiosk-based, or both.
6. **Develop Organization Internal Support** – WATA has assumed functions once provided by local government including risk management, safety, and information technology. Special emphasis is placed on introducing technology to absorb components of these functions. The development of an updated staffing plan to meet future organizational needs will improve staff effectiveness and our customers' experience. WATA has hired staff that has the skills to begin to develop and implement a formal internal training structure. This expertise will afford WATA the ability to implement training and documentation for national mandates for safety, security, and emergency preparedness. This also includes formalizing and revising employee evaluations with supporting documentation accrued throughout the year. Evaluation of new processes is needed to ensure the most efficient and effective management of these functions.
7. **Federal Data Requirements-** The federal reporting system continues in the TrAMS data system. Reports are developed in a number of formats to accommodate local, state, and federal government needs are provided on a monthly, quarterly, and annual basis. These mandated reports are necessary to show resource usage to various levels of government that support transportation. Federal requirements for Limited English Proficiency, Disadvantaged Business Enterprise and Title VI will require continued attention. In FY 2017, WATA prepared several documents for the Triennial Review, which was finalized and officially closed by FTA. WATA will begin preparing for the next Triennial Review in FY2020.
8. **Administration Facility and Transfer Station Facility** - In FY 2017, WATA updated the 2010 Facility Feasibility Study which included updating the location and breadth of new or improved facilities and steps to move forward. Negotiations are underway for purchase of the administration facility property and information is being exchanged with FTA regarding potential Incidental Use of the property after purchase. Inclusion in the Hampton Roads Transportation Planning Organization Transportation Improvement Program (TIP), Hampton

Roads 2040 Long Range Transportation Plan and State Transportation Improvement Program (STIP) remains necessary. WATA has engaged a consultant for site selection of property for a transfer station facility in the northern section of the WATA service area.

C. End Products

1. WE 1 – FY 2017 WATA completed the Transit Development Plan (TDP) and Comprehensive Operating Analysis. The TDP is updated by staff annually as required and provided to the WATA Board of Directors for approval. These reports will promote efficient management and operation of the Authority. Quarterly rider advisory committee meetings will ensure that the Authority is quantitatively and qualitatively meeting the performance requirements of the public and our riders.
2. WE 2 – Staff performance reports to help measure efficiency (i.e. cost per mile and per hour, revenue to expense ratio, etc.), service effectiveness (i.e. trips per mile and per hour), and service quality (i.e. revenue service interruptions and accidents) for the Authority to evaluate and plan the effective operation of a regional network. Reports generated from data will demonstrate to the public, Board, and local, state, and federal partners the efforts taken to ensure efficient and effective management of transit services. Implement APC system for all buses.
3. WE 3 – Annual Transit Development Plan update in coordination with HRTPO funded projects supports enhanced delivery of services across the service area, provides transit to underserved and areas without service, plus provides transit-oriented development alternatives and active transportation (i.e. Trolley service, connection between transit and bicyclist) decreasing the single occupancy cars on our roadways. Service designs include additional amenities to encourage rider support and economic development. In FY 17, WATA implemented system route changes and new fare structure. WATA is currently studying the redesign of its system to provide better transit options for customers and to eliminate long travel and wait times.

The Transit Development Plan annual update continues to support the following:

- a) Increase integration and connectivity between regions and transit properties to meet growth exceeding local, state and national trends
- b) supports federal job initiatives policy and comprehensive plans of supporting local governments
- c) Protect environmental objectives for mixed use transit-oriented development and
- d) increase mobility of people across regions that may have limited auto access and/or transportation options.

Continued monitoring and utilization of the ITS system will enhance reporting capabilities. This will provide the Authority additional and “real time” information for its use in becoming more efficient and effective for our customers and localities. Additional service (Trolley, Sunday, and Frequency) will be regularly monitored with data and statistics to ensure services are effective and they reduce road congestion in the region.

4. WE 4 – Annual inventory of all WATA assets (bus stops, shelters, facilities) with summary providing condition, security and safety assessment, replacement need

and requirements for expanding public amenities. Summary report will aid resource planning for Federal, State and local entities and ensure that public transit assets are preserved and distributed equitably in accordance with Title VI. Quarterly meetings with the region's government planning staffs will ensure key factors are initiated in a manner that best meets the growing demand of these assets for the region. Utilizing DRPT Transit Asset Management (TAM) system to comply with Federal regulations.

5. WE 5 – Monitoring and evaluation of WATA's restructured pass program for riders. Monitoring of WATA's vehicle advertising program for interior and exterior vehicle advertisement. Products developed promote management efficiency by helping contain contribution requirements by local, state and federal partners. Continued work with major employers, including those in the tourism, entertainment, and hotel industry to increase economic development and revenue, share costs, and increase service awareness and usage.
6. WE 6 – Staffing plans for WATA have progressed. The purpose is to ensure that organization functions continue to be managed in an efficient and effective manner. WATA continues to operate with support for functions previously managed through the umbrella of local government. With the implementation of the ITS System, WATA will phase in the use of Dispatch personnel to regularly monitor and manage the system. The Authority updated its Procurement Manual to ensure its contents reflect the Virginia Public Procurement Act (VPPA) and the Federal Transit Administration (FTA) requirements and guidelines. Employee training development plans continue to be implemented and updated.
7. WE 7 - DRPT performance reports and National Transit Database on-going monthly and annual reports. Updates of Limited English Program, Disadvantaged Business Program and Title VI. Title VI updates will include GIS mapping of services ensuring equitable distribution of service mobility to all populations.
8. WE 8 – WATA is currently in negotiation and site selection phases for facility properties and intend to develop and A Request for Proposal (RFP) for Architectural/Engineering Services for facilities.

D. Schedule

1. WE 1 –Quarterly, mid-year, and annual reports.
2. WE 2 – Ongoing monthly, quarterly, mid-year, and annual reports/presentations to WATA Board. Finalize implementation of APC system July 2019.
3. WE 3 - Ongoing quarterly, mid-year, and annual Transit Development Plan reports/presentations updates
4. WE 4 – Bi-annual internal review of replacement/expansion needs in Capital Improvement Program and inclusion in twenty year update of operating/capital needs. Quarterly meeting with planning departments.
5. WE 5 – Continued updates of ITS System Implementation. Monitoring of the Authority's advertising Program.
6. WE 6 – Ongoing review of staffing needs.
7. WE 7 – Ongoing activity

8. WE 8 – Monthly reports to Board. Finalize administration property purchase June 2019. Finalize site selection for northern transfer and begin property negotiations July 2019. RFP for A&E services released in July 2019.

E. Participants

WATA Board, Advisory Committee, Consultant, General Public, regional stakeholders, HRTPO, DRPT, HRT, FTA, and other local, state, and federal agencies staff.

F. Budget, Staff, Funding

(Funding information includes applicable state/local matching funds)

ENTITY	5303		TOTAL
WATA	\$200,000		\$200,000

APPENDIX B
FY20 – PERSONNEL

Position	Hourly Rate
Executive Director	\$60
Deputy Director of Planning & Development	\$37
Budget & Grants Administrator	\$31
Transit Supervisor	\$26
Transit Assistant	\$17
Transit Planner	\$23

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

- a. The WATA, 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. The WATA 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.

The WATA 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. The WATA 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. The WATA 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 the WATA 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 WATA 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. The WATA 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. The WATA, 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, the WATA, for itself, its assignees, and successors in interest, agrees as follows:

- a. **Compliance with Regulations:** The WATA 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:** The WATA, 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. The WATA 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 the WATA 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 the WATA of the WATA's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- d. **Information-Reports:** The WATA 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 the WATA is in the exclusive possession of another who fails or refuses to furnish this information, the WATA 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 the WATA'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 the WATA under the Agreement until the WATA complies; and/or
 2. Cancellation, termination, or suspension of the Agreement in whole or in part.
- f. **Incorporation of Provisions:** The WATA 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. The WATA 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 the WATA becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the WATA must immediately notify the HRTPO so that steps can be taken to protect the interests of the HRTPO, the Department and the United States.