Memorandum

MIAMI-DADE COUNTY

Date: April 8, 2008

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Agenda Item No. 8(J)(1)(A)

Subject: Execution of a County Incentive Grant Program (CIGP) Agreement Between the Florida Department of Transportation (FDOT), Miami-Dade County, and the City of Hialeah, in the Amount of $2,750,000 to Purchase 10 Small Heavy Duty Transit Buses

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RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) authorize the execution of a County Incentive Grant Program (CIGP) Agreement, in substantially the form attached, between the Florida Department of Transportation (FDOT), Miami-Dade County, and the City of Hialeah in the amount of $2,750,000 to purchase 10 small heavy duty transit buses for the City of Hialeah's transit system.

SCOPE

While the City of Hialeah's transit system is physically located in Commission Districts 6,12 and 13, the impact of the agreement benefits the riding public, and is therefore, countywide.

FISCAL IMPACT/FUNDING SOURCE

There is no negative fiscal impact to the County because the buses are being purchased only with FDOT and the City of Hialeah funds.

TRACK RECORD/MONITOR

Miami-Dade Transit (MDT) has entered into numerous funding agreements with FDOT over the course of twenty-five (25) years. The Project Manager for this CIGP application is Doug Greist, Manager, MDT Budget and Management Services.

DELEGATED AUTHORITY

In accordance with Section 2-8.3 of the Miami-Dade County Code related to identifying delegation of Board authority, there are no authorities beyond that specified in the resolution which include authority for the Mayor or his designee to execute the agreement.

BACKGROUND

The CIGP was created by Section 339.2817 of the Florida Statutes, as authorized by the 2000 State Legislature. Its purpose is "to provide grants to counties to improve a transportation facility which is located on the State Highway System or which relieves traffic congestion on the State Highway System". To be eligible for consideration, projects must be consistent with, to the extent feasible, local metropolitan planning organization (MPOs) plans and government comprehensive plans. According to the statute, a municipality may apply to the county in which the municipality is located for consideration of funding for any project which is demonstrated to relieve congestion on the State Highway System.

On February 22, 2007, the MPO approved a Transportation Improvement Program (TIP) amendment to their multi-year plan to include this project. This item is submitted for Board approval in accordance with the statutory provisions.

Funds provided through this specific agreement will be used to purchase 10 small heavy-duty transit buses for service expansion by the City of Hialeah Transit System. These buses will allow for improvements on existing routes, expansion of existing routes, and new service routes in Hialeah and will be funded entirely by FDOT and the City of Hialeah.

Assistant County Manager

MEMORANDUM
(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: April 8, 2008

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(J)(1)(A)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(J)(1)(A)
04-08-08

RESOLUTION NO. _____

RESOLUTION AUTHORIZING A COUNTY INCENTIVE GRANT PROGRAM (CIGP) AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), MIAMI-DADE COUNTY AND THE CITY OF HIALEAH, IN THE AMOUNT OF $2,750,000 TO PURCHASE 10 SMALL HEAVY-DUTY TRANSIT BUSES AS SPECIFIED IN THE CIGP; AND AUTHORIZING THE COUNTY MAYOR, OR HIS DESIGNEE, TO EXECUTE AGREEMENT

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, the State of Florida is authorized to enter into agreements to provide State funding for transportation programs and projects,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the agreement between the Florida Department of Transportation (FDOT), Miami-Dade County, and the City of Hialeah, in the amount of $2,750,000 to purchase 10 small heavy-duty transit buses in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or designee to execute same for and on behalf of Miami-Dade County.

The foregoing resolution was offered by Commissioner ,
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of April, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber

Catalog of State Financial Assistance No. 55.008
COUNTY: MIAMI-DADE

Financial Project No.: 42259119401
Contract No. AP082

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

COUNTY INCENTIVE GRANT PROGRAM AGREEMENT
(City Letting)

This is an Agreement by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT", and MIAMI-DADE County, hereinafter referred to as the "COUNTY", and the, CITY OF HIALEAH hereinafter referred to as the "CITY".

W I T N E S S E T H

WHEREAS, the DEPARTMENT has the authority, under Section 334.044, Florida Statutes, to enter into this Agreement; and

WHEREAS, the County Incentive Grant Program has been created by Section 339.2817, Florida Statutes, to provide grants to counties to improve a transportation facility which is located on the State Highway System or which relieves traffic congestion on the State Highway System; and

WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 339.2817, Florida Statutes; and

WHEREAS, the DEPARTMENT is willing to provide the COUNTY with financial assistance under Financial Project No. 42259119401 for the capital acquisition of ten (10) small, heavy-duty transit buses for service expansion by the City of Hialeah's Transit System hereinafter referred to as the "PROJECT," in accordance with Section 339.2817, Florida Statutes; and

WHEREAS, the COUNTY is willing to assign all of its interests and obligations, financial and otherwise, in the oversight and management of the PROJECT to the CITY; and

WHEREAS, the COUNTY by Resolution No. _____ dated the ____ day of _____, _____, a copy of which is attached hereto and made a part hereof, has authorized the County Manager to enter into this Agreement.

WHEREAS, the CITY by Resolution No. _____ dated the ____ day of _____, _____, a copy of which is attached hereto and made a part hereof, has authorized the Mayor to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties agree as follows:

1-SERVICES AND PERFORMANCE

A. The CITY shall furnish the services with which to complete the PROJECT. Said PROJECT consists of: purchasing ten (10) small, heavy-duty transit_buses for service expansion by the City of Hialeah's Transit System, as further described in Exhibit A (Project Description and Responsibilities) attached hereto and made a part here of.

B. The CITY agrees to undertake the PROJECT in accordance with all applicable federal, state and local statutes, rules and regulations, and standards. Upon completion of the PROJECT, the CITY shall certify to the DEPARTMENT that the PROJECT has been completed in accordance with the applicable standards, statutes, rules and regulations in writing.

C. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of work being done by the CITY and of the details thereof. Coordination shall be maintained by the CITY with representatives of the DEPARTMENT. CITY shall provide the DEPARTMENT with quarterly progress reports.

D. The DEPARTMENT must approve any consultant and/or contractor scope of services including project budget. CITY shall obtain DEPARTMENT approval of plans and specifications prior to bidding the project.

E. The CITY must certify that the consultant has been selected in accordance with the Consultants Competitive Negotiation Act (Section 287.055, Florida Statutes).

F. The CITY shall not sublet, assign, or transfer any work under this Agreement without prior written consent of the DEPARTMENT.

G. All notices under this Agreement shall be directed to the following addresses:

TO DEPARTMENT:	TO CITY:
FDOT- District 6 Director of Transportation Systems Development	Mayor, City of Hialeah
1000 NW 111th Avenue, RM 6233	501 Palm Avenue
Miami, FL 33172	Hialeah, FL 33010-4789

H. Other PROJECT requirements are contained in Exhibit "C" (General Requirements) attached hereto and made a part hereof.

2-TERM

A. The term of this Agreement shall begin upon the date of signature of the last party to sign. The CITY agrees to complete the PROJECT on or before JUNE 30, 2011. If the CITY does not maintain or complete the project in accordance with the schedule, the DEPARTMENT may terminate this Agreement unless an adjustment to the schedule is requested by the CITY and granted in writing by the DEPARTMENT.

B. This Agreement shall not be renewed. Any extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.

3-COMPENSATION AND PAYMENT

A. The parties agree that the estimated total project costs are two million seven hundred and fifty thousand dollars ($2,750,000). The parties further agree that the DEPARTMENT's maximum participation is one million three hundred seventy five thousand dollars ($1,375,000) and all remaining costs of the project will be borne by the CITY. These amounts are outlined in Exhibit B (Project Budget).

i) The CITY shall submit three (3) copies of each invoice including supporting documentation required by the DEPARTMENT to the Project Manager for approval and processing:

_____ - monthly, or
_____ - quarterly, or
XXX- once the PROJECT has been accepted by the CITY and approved by the DEPARTMENT. Progress payments will be made as buses are delivered and accepted by the CITY.

ii) There are no provisions for advance payment in this agreement.

iii) In the event the CITY proceeds with the design, construction, and construction engineering inspection services (CEI) of the PROJECT with its own forces, the CITY will only be reimbursed for direct costs (this excludes general and administrative overhead).

iv) All costs charged to the PROJECT shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

B. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044 (29), Florida Statutes.

C. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.

D. The DEPARTMENT's obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

E. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

F. Travel costs will not be reimbursed.

G. 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 payments(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Chief Financial Officer's Hotline, 1-800-848-3792.

H. 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 years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the CITY's general accounting records and the project records, together with supporting documents and records of the CITY and all subcontractors performing work on the project, and all other records of the CITY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

I. 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. Accordingly, the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

J. It is unlawful for the board of county commissioners to expend or contract for the expenditure in any fiscal year more than the amount budgeted in each fund's budget, except as provided herein, and in no case shall the total appropriations of any budget be exceeded, except as provided in s. 129.06, and any indebtedness contracted for any purpose against either of the funds enumerated in this chapter or for any purpose, the expenditure for which is chargeable to either of said funds, shall be null and void, and no suit or suits shall be prosecuted in any court in this state for the collection of same, and the members of the board of county commissioners voting for and contracting for such amounts and the bonds of such members of said boards also shall be liable for the excess indebtedness so contracted for. Section 129.07, Florida Statutes.

K. 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.

4-INDEMNITY AND INSURANCE

A. To the extent allowed by law, the CITY shall indemnify, defend, and hold harmless the DEPARTMENT and all of its officers, agents, and employees from any claim, loss, damages, cost, charge, or expense arising out of act, error, omission, or negligent act by the CITY, its agents, or employees, during the performance of the Agreement, except that neither the CITY, its agents, or its employees will be liable under this paragraph for any claim, loss, damages, cost, charge, or expense arising out of act, error, omission, or negligent act by the DEPARTMENT, or any of its officers, agents, or employees, during the performance of the Agreement.

B. When either party receives notice of claim for damages that may have been caused by the other party in the performance of services required under this Agreement, that party will immediately forward the claim to the other party. Each party will evaluate the claim, and report its findings to each other within fourteen (14) working days and jointly discuss options in defending the claim. A party's failure to promptly notify the other of a claim will not act as a waiver or any right herein.

C. The CITY agrees to include the following indemnification in all contracts with contractors/subcontractors, consultants/subconsultants, who perform work in connection with this Agreement:

> "The contractor/consultant shall indemnify, defend, save, and hold harmless the DEPARTMENT and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor, its officers, agents, or employees. Neither the contractor/consultant, nor any of its officers, agents, or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees."

D. LIABILITY INSURANCE. In accordance with 768.28 (5) Florida Statutes, the CITY shall carry or cause its contractor/consultant to carry and keep in force during the period of this Agreement a general liability policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $100,000 per person and $200,000 each occurrence, and property damage insurance of at least $50,000 each occurrence, for the services to be rendered in accordance with this Agreement. However, in the event the CITY maintains a self-insurance fund to cover such liability, the CITY agrees to maintain sufficient reserves in the fund to pay the above-described liability limits. In addition to any other forms of insurance or bonds required under the terms of this Agreement, the CITY must comply or cause its contractor to comply with Section 7-13 of the DEPARTMENT's Standard Specifications for Road and Bridge Construction (2000), as amended.

E. WORKERS' COMPENSATION. The CITY shall also carry or cause its contractor/consultant to carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

5-COMPLIANCE WITH LAWS

A. The CITY 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 CITY in conjunction with this Agreement. Failure by the CITY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

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

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

D. The CITY and the DEPARTMENT agree that the CITY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Agreement for purposes other than those set out in Section 337.274, Florida Statutes.

6-AUDIT

A. The administration of resources awarded by the Department to the CITY may be subject to audits and/or monitoring by the Department, as described in this section and in Exhibit D, attached hereto and made a part here of.

B. MONITORING

i) In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., 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 recipient 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 recipient agrees to comply with any additional instructions provided by the Department staff to the LOCAL GOVERNMENT regarding such audit. The LOCAL GOVERNMENT further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT's Office of the Inspector General, the Chief Financial Officer (CFO) or Auditor General.

C. FEDERAL AUDITS

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

ii) In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit D to this agreement indicates Federal resources awarded through the Department by this agreement, if applicable. In determining the Federal awards expended in its fiscal year, the recipient 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 recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

iii) In connection with the audit requirements addressed in Subparagraph i), the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

iv) If the recipient expends less than $500,000 or more 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. In the event that the recipient expends less than $500,000 in Federal awards in its fiscal year and 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 recipient resources obtained from other than Federal entities).

v) 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.

D. STATE AUDITS

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

ii) In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient, the recipient 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 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit D to this agreement indicates state financial assistance awarded through the Department by this agreement, if applicable. In determining the state financial assistance expended in its fiscal year, the recipient 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.

iii) In connection with the audit requirements addressed in sub-paragraph i) the recipient 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)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iv) If the recipient 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. In the event that the recipient expends less than $500,000 in state financial assistance in its

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 nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

v) 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.

E. OTHER AUDIT REQUIREMENTS

i) The recipient 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.

ii) 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 FDOT, the Comptroller, 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.

F. REPORT SUBMISSION

i) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Paragraph C (FEDERAL AUDITS) 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 each of the following:

a) The DEPARTMENT at each of the following addresses:
FDOT D6-PTO; 1000 NW 111TH Avenue, RM. 6114; MIAMI, FL 33172

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.

ii) In the event that a copy of the reporting package for an audit required by Paragraph C (FEDERAL AUDITS) 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:

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

a) 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: FDOT D6-PTO; 1000 NW 111TH Avenue, RM. 6114; MIAMI, FL 33172

iii) Copies of financial reporting packages required by Paragraph D (STATE AUDITS) of this agreement shall be submitted by or on behalf of the recipient directly to the following:

a) The DEPARTMENT at each of the following addresses:
FDOT D6-PTO; 1000 NW 111TH Avenue, RM. 6114; MIAMI, FL 33172

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

iv) Copies of reports or the management letter required by Paragraph E (OTHER AUDIT REQUIREMENTS) of this agreement shall be submitted by or on behalf of the recipient directly to the Department at the following address:
FDOT D6-PTO; 1000 NW 111TH Avenue, RM. 6114; MIAMI, FL 33172

v) Any reports, management letter, 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 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi) Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental 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.

G. RECORD RETENTION

i) The recipient shall retain sufficient records demonstrating its compliance with the terms of this

agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

6-TERMINATION AND DEFAULT

A. This Agreement may be canceled by either the CITY or the DEPARTMENT upon sixty (60) days written notice.

B. If the DEPARTMENT determines that the performance of the CITY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the CITY 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 CITY, the DEPARTMENT shall notify the CITY 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 CITY 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 CITY.

7-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 CITY.

C. In no event shall the making by the DEPARTMENT of any payment to the CITY 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 CITY, and the making of such payment by the DEPARTMENT while any such breach or default exists 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. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

F. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida.

G. This Agreement shall be effective upon execution by all three parties and shall continue in effect and be binding on the parties until the PROJECT is completed and accepted and payment made by the DEPARTMENT or terminated in accordance with Section 6.

H. An entity or affiliate which 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.

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed in its behalf this ____ day of _____, 2008, by the County Manager, authorized to enter into and execute same by Resolution Number _____ of the Board of County Commissioners on the _____ day of _____, 2008, and the CITY has caused this Agreement to be executed in its behalf this ____ day of _____, 2008, by the MAYOR of the City of Hialeah, authorized to enter into and execute same by Resolution Number _____ of the Hialeah City Council on the _____ day of _____, 2008, and the DEPARTMENT has executed this Agreement through its District Director of Transportation Systems Development for District Six, Florida Department of Transportation, this ____ day of_____, 2008.

MIAMI-DADE COUNTY, FLORIDA

ATTEST:_____(SEAL)
CLERK

BY: _____
COUNTY MANAGER
MIAMI-DADE COUNTY

CITY of HIALEAH, FLORIDA

ATTEST:_____(SEAL)
CLERK

BY: _____ 2-22-08
MAYOR, CITY OF HIALEAH

Approved as to form and legal sufficiency:
William Grodnick
William M. Grodnick
City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: _____
DISTRICT SIX –DIRECTOR OF TRANSPORTATION SYSTEMS DEVELOPMENT

(Agreement Date)

FDOT Legal Review:

_____
Availability of Funds Approval:
See attached Encumbrance Form for date of Funding Approval by Comptroller

Carson, Ed

From: The job FI989HLR
Sent: Thursday, December 27, 2007 1:36 PM
To: Carson, Ed
Subject: FUNDS APPROVAL/REVIEWED FOR CONTRACT AP082

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #AP082 Contract Type: AH Method of Procurement: G
Vendor Name: CITY OF HIALEAH
Vendor ID: VF596000335019
Beginning date of this Agmt: 04/30/08
Ending date of this Agmt: 06/30/11
Contract Total/Budgetary Ceiling: ct = $1,375,000.00
****
Description: Purchase ten, small, heavy-duty buses for transit service expansion in the City of Hialeah. This is a multi-year JPA -funding is subject to annual legislative appropriation. 50% State Participation Rate.
****
ORG-CODE *EO *OBJECT *AMOUNT *FIN PROJECT *FCT *CFDA
(FISCAL YEAR) *BUDGET ENTITY *CATEGORY/CAT YEAR
AMENDMENT ID *SEQ. *USER ASSIGNED ID *ENC LINE(6S)/STATUS
****
Action: ORIGINAL Funds have been: APPROVED

55 064010606 *HC *750008 * 550000.00 *42259119401 *631 *
2008 *55150200 *088572/08
O001 *00 * *0001/04

TOTAL AMOUNT: *$ 550,000.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 12/27/2007

Carson, Ed

From: The job FI989HLR
Sent: Thursday, December 27, 2007 1:36 PM
To: Carson, Ed
Subject: FUNDS APPROVAL/REVIEWED FOR CONTRACT AP082

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #AP082 Contract Type: AH Method of Procurement: G
Vendor Name: CITY OF HIALEAH
Vendor ID: VF596000335019
Beginning date of this Agmt: 04/30/08
Ending date of this Agmt: 06/30/11
Contract Total/Budgetary Ceiling: ct = $1,375,000.00
****

Description: Purchase ten, small, heavy-duty buses for transit service expansion in the City of Hialeah. This is a multi-year JPA - funding is subject to annual legislative appropriation. 50% State Participation Rate.
****

ORG-CODE *EO *OBJECT *AMOUNT *FIN PROJECT *FCT *CFDA
(FISCAL YEAR) *BUDGET ENTITY *CATEGORY/CAT YEAR
AMENDMENT ID *SEQ. *USER ASSIGNED ID *ENC LINE(6S)/STATUS
****

Action: Funds have been: REVIEWED*

55 064010606 *HC *750008 * 275000.00 *42259119401 *631 *
2010 55150200 088572 10
A001 *01 * * /04
*Funds Approval and encumbrance processing is contingent upon Annual Legislative appropriation.

Action: Funds have been: REVIEWED*

55 064010606 *HC *750008 * 275000.00 *42259119401 *631 *
2009 55150200 088572 09
A001 *00 * * /04
*Funds Approval and encumbrance processing is contingent upon Annual Legislative appropriation.

Action: Funds have been: REVIEWED*

55 064010606 *HC *750008 * 275000.00 *42259119401 *631 *
2011 55150200 088572 11
A001 *02 * * /04
*Funds Approval and encumbrance processing is contingent upon Annual Legislative appropriation.

TOTAL AMOUNT: *$ 825,000.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 12/27/2007

FINANCIAL PROJECT NO.__42259119401
CSFA 55008
CONTRACT NO. APO82

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain County Incentive Grant Program Agreement between the State of Florida Department of Transportation, Miami-Dade County and the

CITY OF HIALEAH
501 PALM AVENUE HIALEAH FL 33010

dated _____.

PROJECT LOCATION:

City of Hialeah/Miami-Dade County, Florida

PROJECT DESCRIPTION:

Provide Department County Incentive Grant Program funding for the purchase of ten, small heavy-duty transit buses. State Participation Rate is 50%. See Attachment 1 for a more detailed description.

SPECIAL CONSIDERATIONS BY AGENCY:
The audit report(s) required in Section 6 of the Agreement (see Exhibit "D") shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

SPECIAL CONSIDERATIONS BY DEPARTMENT: None

Hialeah Transit System
Fixed Route Transit Service

Attachment 1
FM 42259119401
Contract No. APO82

BlueBird ULTRA Low Floor 30ft Heavy duty

Specifications	**Dimensions**
Service Life -	12 years / 500,000 miles
Length	30 ft
Width	102 inches
GVWR	28,600 lbs
Seating Capacity	26
Fuel -	Diesel
Engine -	Cummins ISB-07 260HP
Transmission -	Allison B300R

Equipped with:

- Air conditioning
- Wheelchair ramp
- Kneeling feature
- Electronic Destination displays
- Surveillance equipment
- Bike rack
- Aluminum wheels

FINANCIAL PROJECT NO. 42259119401
CSFA 55008
CONTRACT NO. APO82

EXHIBIT "B"
PROJECT BUDGET

This exhibit forms an integral part of that certain County Incentive Grant Program Agreement between the State of Florida Department of Transportation, Miami-Dade County and the

CITY OF HIALEAH
501 PALM AVENUE HIALEAH FL 33010

dated _____.

PROJECT COST:

Purchase ten (10) small, heavy-duty transit buses			$2,750,000
TOTAL PROJECT COST:			**$2,750,000**

II. PARTICIPATION:

Maximum Federal Participation			
FTA, FAA	(0%)		$
Agency Participation			
In-Kind			
Cash	(50%)		$1,375,000
Other			
Maximum Department Participation,			
Primary			
(DS)(DDR)(DIM)(PORT)(**CIGP**) (50%)	or		$1,375,000
Federal Reimbursable (DU)(CM)(DFTA) or		$	
Local Reimbursable (DL)	( )	%) or	$
TOTAL PROJECT COST			**$2,750,000**

FINANCIAL PROJECT NO. 42259119401
CSFA NO. 55008
CONTRACT NO. APO82

EXHIBIT "C"
(GENERAL - with Safety Requirements)

This exhibit forms an integral part of that certain County Incentive Grant Program Agreement between the State of Florida Department of Transportation, Miami-Dade County and the
CITY OF HIALEAH
501 PALM AVENUE HIALEAH FL 33010

dated _____.

Safety Requirements

_X_ Bus Transit System - In accordance with Florida Statute 341.061, and Rule Chapter 14-90, Florida Administrative Code, the Agency shall submit, and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety Program Plan pursuant to Rule Chapter 14-90 and has performed annual safety inspections of all buses operated.

Other Requirements

This is a multi-year project and funding is identified in the current State Fiscal Year (SFY) through SFY 2011. Therefore, subsequent funding will be added to the Agreement by the Department at the beginning of each SFY IAW state legislative appropriation. It will not be necessary for the City to request subsequent year funding and supplemental agreements will not be required through SFY 2011, unless there are changes in project scope, eligible costs or Department funding allocations. Current Department funding allocations are shown on the attached encumbrance forms from the Comptroller.

The City must submit an invoice to the Department no later than one hundred and twenty days (120) after the period of services covered by said invoice. Failure to submit invoices in a timely manner will result in non-payment by the Department.

The City shall obtain prior written concurrence from the Department for any third party purchases exceeding $10,000. Failure to obtain prior concurrence will result in non-payment by the Department.

This project shall be conducted in accordance with applicable state statutes and procedures for the County Incentive Grant Program.

City shall provide District Office with quarterly progress reports. Failure to provide timely quarterly reports may delay reimbursement of expenses.

Funds encumbered for this contract will be forfeited if not expended by March 31 of the fifth fiscal year following the fiscal year of encumbrance. Forfeiture of said funds may further result in termination or voidance of the contract.

Department funding is provided solely for the capital acquisition of 10 (ten) new, small heavy-duty transit buses as further described on Attachment 1 to this Agreement. City may purchase an equivalent or equal product but not an inferior product to remain eligible for reimbursement by the Department. Eligible project costs also include spare parts for buses. No other costs incurred by the City shall be reimbursable under this Agreement.

If Department participation is 50% or more of the bus purchase cost made under this Agreement, then the following shall apply:

1. The City shall list the Florida Department of Transportation as the sole lien-holder on all vehicle titles. Lien-holder address: FDOT-Transit Office, 605 Suwannee Street-MS 26, Tallahassee, FL 32399-0450. Reimbursement shall not be made until this provision is satisfied, if required, as above.

2. The City shall affix Department-issued control numbers on each vehicle in a manner prescribed by the Department. Reimbursement shall not be made until this provision is satisfied, if required, as above.

3. Disposal of the vehicles shall be made in accordance with FDOT Procedure No. 725-030-025. Vehicles are subject to biennial inventory conducted by the Department. City agrees to cooperate with Department or its agents in conducting the inventory of the vehicles.

FINANCIAL PROJECT NO. 42259119401
CSFA NO. 55008
CONTRACT NO. APO82

Exhibit "D"
AUDIT

FEDERAL RESOURCES

Federal Agency:
Catalog of Federal Domestic Assistance: (Number & Title)
Amount:

NA

Compliance Requirements

1.

2.

3.

STATE RESOURCES

Agency:	Florida Department of Transportation
Catalog of State Financial Assistance:	County Incentive Grant Program (55.008)
Amount:	$1,375,000

Compliance Requirements

Activities Allowed: The grants are to be used for improvements to transportation facilities which are located on the State Highway System or which relieve traffic congestion on the State Highway System, as provided by section 339.2817(1), Florida Statutes. Eligible projects may include transit and other modes that relieve congestion on the State Highway System.

The project must...
1. Be a facility. CIGP funds cannot be used for operational expenses.
2. Be located on the State Highway System or relieve traffic congestion on the State Highway System.
3. Be consistent to the maximum extent feasible with the Florida Transportation Plan (FTP).
4. Be consistent to the maximum extent feasible, where appropriate, with the local Metropolitan Planning Organization (MPO) Transportation Improvement Plan* & Long Range Transportation Plan (LRTP).
5. Be consistent with, to the maximum extent feasible, with any local comprehensive plans.

*If the project is not in these plans, it must be amended into them within six months of application.

Matching: The Department shall provide 50 percent of the project costs for eligible projects.

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

MIAMI-DADE METROPOLITAN PLANNING ORGANIZATION
TRANSPORTATION IMPROVEMENT PROGRAM
PRIMARY STATE HIGHWAYS AND INTERMODAL

PTO: TRANSIT

MPO Project Num. / Agency Project Num.	Facility/Project Name / From/Location / To/Location / Detailed Project Description	Length (miles)	Type of Work	Project Cost ($000s)	Prior Years Cost ($000s)
TA4180512 / 4180512	MDTA - DADE/MONROE EXPRESS BUS FROM FLORID CITY TO MARATHON (MM50)	0.000	COMMUTER TRANS. ASSISTANCE		

Activity /Phase	Funding Source	Proposed Funding (In $000s) 2007 - 2008	2008 - 2009	2009 - 2010	2010 - 2011	2011 - 2012
OPS	LF	0	0	0	250	350
OPS	DS	0	0	0	250	350

MPO Project Num. / Agency Project Num.	Facility/Project Name / From/Location / To/Location / Detailed Project Description	Length (miles)	Type of Work	Project Cost ($000s)	Prior Years Cost ($000s)
TA4180511 / 4180511	MDTA/DADE-MONROE_EXP RESS FROM FLORIDA CITY TO MARATHON (MM50)	0.000	COMMUTER TRANS. ASSISTANCE		300

Activity /Phase	Funding Source	Proposed Funding (in $000s) 2007 - 2008	2008 - 2009	2009 - 2010	2010 - 2011	2011 - 2012
OPS	DS	200	210	225	0	0
OPS	LF	200	210	225	0	0

MPO Project Num. / Agency Project Num.	Facility/Project Name / From/Location / To/Location / Detailed Project Description	Length (miles)	Type of Work	Project Cost ($000s)	Prior Years Cost ($000s)
TA4225911 / 4225911	HIALEAH TRANSIT SYST PURCHASE OF NEW BUSES (SERVICE EXPANSION)	0.000	PURCHASE VEHICLES/EQUIPMENT		

Activity /Phase	Funding Source	Proposed Funding (In $000s) 2007 - 2008	2008 - 2009	2009 - 2010	2010 - 2011	2011 - 2012
CAP	CIGP	275	275	275	275	0
CAP	LF	275	275	275	275	0

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