Memorandum

MIAMI-DADE COUNTY

Date: June 3, 2008

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

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

From: George M. Burgess
County Manager

Subject: Resolution Authorizing the Execution of a Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT) to Provide State Funding for the Improvements and Construction of the Miami Intermodal Center (MIC) Components in the Amount of $22,858,368

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) authorize the execution of a Joint Participation Agreement (JPA) in substantially the form attached with the Florida Department of Transportation (FDOT) to provide State funding in the amount of $22,858,368 for improvements and construction of the Miami Intermodal Center (MIC) components, including a Bus Plaza Roadway, MIC Central Station-West Concourse, MIC Central Station-Vestibule, and the Metrobus Plaza. It is further recommended that the Board authorize the receipt and expenditure of funds as specified in the Agreement. A local match of $4,418,270 for the Metrobus Plaza will be provided from the Capital Improvement Local Option Gas Tax (CILOGT).

SCOPE

While all four components of the MIC project funded by this JPA are physically located in Commission District 6, the impact of the project benefits the riding public, and is therefore, countywide.

FISCAL IMPACT/FUNDING SOURCE

The only fiscal impact to the County from this JPA is in the use of $4,418,270 in CILOGT funds to serve as the local match for the Metrobus Plaza component of this project. FDOT is contributing $1,527,000 as its share of the Metrobus Plaza, with the remaining portion of $5,830,669 to be provided from a Federal Transit Administration (FTA) Section 5309 discretionary grant. This results in a total cost of $11,775,939 for the Metrobus Plaza component. Because of the duration of this project, it is anticipated that the cash flow of the CILOGT funds will be spread over approximately three years, beginning in 2009.

The $22,858,368 comprising the FDOT share of this JPA includes the $1,527,000 for the FDOT portion of the Metrobus Plaza and $21,331,368 for the other three components combined, none of which requires any local match by the County.

TRACK RECORD/MONITOR

MDT has entered into numerous funding agreements with FDOT over the course of more than twenty-five (25) years. The project manager for this grant 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 and receive and expend these and any additional funds should they become available.

BACKGROUND

In 2005, the Federal Transit Administration (FTA) allocated $5,830,669 in Section 5309 funds to provide Federal funding to be used for a project related to the MIC. That project, as approved by the Board (Resolution R-675-07) on June 5, 2007 and awarded by the FTA in July 2007, was for the procurement and installation of bus canopies throughout the Metrobus Plaza level at the MIC.

The proposed Metrobus Plaza area, which is a component of the Phase I Orange Line, is located immediately below the Metrorail Station and provides space for bus layover, dispatching, and loading. The bus plaza canopies purchased and installed with the FTA funds will serve as shelter for bus patrons from inclement weather at the loading area. Other parts of the MDT bus plaza, those to be funded from this JPA, include a dispatching area, shelters and benches, and the actual loading areas.

The overall MIC site, which is managed by FDOT, is designed to serve as a central transfer point for a variety of transportation modes. The main focus of the MIC is to incorporate extensions of existing rail transit and commuter rail (including Amtrak, Tri-Rail, and Metrorail) as well as intercity bus service and additional Metrobus service, and to consolidate car rental agencies, courtesy vans, limousines, and other similar transportation offerings, into one central facility. The MIC will be a primary link to the Miami International Airport (MIA); offering transportation alternatives for workers and travelers alike, thus reducing congestion in and around MIA.

While FDOT is constructing the MIC, it has agreed to segregate specific components of the MIC project to be let and administered by Miami-Dade County (County). Those components that comprise the individual elements to be handled by the County under this JPA include construction of a Metrobus Plaza Roadway, MIC Central Station-West Concourse, MIC Central Station-Vestibule connecting MDT's transit station, and the Metrobus Plaza. MDT will be responsible for supervision and inspection of all aspects of the project construction and administration for these four components.

Eligible project costs funded by FDOT for all four components covered by this agreement shall not exceed $22,858,368. As stated in the JPA, if additional funding is required, contingent upon FDOT approval, a supplemental agreement between FDOT and the County authorizing the additional funding will be executed prior to such costs being incurred. FDOT has programmed funding for this project and has agreed to reimburse the County for eligible project costs up to the maximum limiting amount.

Completion of this project is estimated on or before December 31, 2012.

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: June 3, 2008

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

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

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)(F)
6-3-08

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF A JOINT PARTICIPATION AGREEMENT (JPA) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND MIAMI-DADE COUNTY IN THE AMOUNT OF $22,858,368 TO PROVIDE STATE FUNDING FOR THE IMPROVEMENTS AND CONSTRUCTION OF THE MIAMI INTERMODAL CENTER (MIC) COMPONENTS; AND TO RECEIVE AND EXPEND FUNDS AS SPECIFIED IN THE AGREEMENT; AND AUTHORIZING THE FILING AND EXECUTION OF AGREEMENTS, REVISIONS, OR AMENDMENTS AS REQUIRED TO CARRY OUT THE PROJECTS FOR AND ON BEHALF OF MIAMI DADE COUNTY

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:

Section 1. That this Board approves the agreement between Miami-Dade County and the Florida Department of Transportation, in substantially the form attached hereto and made a part hereof, in the amount of $22,858,368 for the improvements and construction of the Miami Intermodal Center (MIC) components, including a Bus Plaza Roadway, MIC Central Station-West Concourse, MIC Central Station-Vestibule, and the Metrobus Plaza and to utilize Capital Improvement Local Option Gas Tax funding totaling $ 4,418,270 as a local match.

Section 2. That this Board further authorizes the County Mayor, his designee, or the Miami-Dade Transit (MDT) Director to execute such contracts and agreements as are approved by the County Attorney's Office; to receive and expend funds in accordance with such

aforementioned contracts and agreements; and to file and execute any additional agreements, revisions, or amendments as required to carry out the projects for and on behalf of Miami-Dade County, Florida.

Section 3. That the County staff is authorized to furnish such additional information as the FDOT may require in connection with the application for the improvement.

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 3rd day of June, 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

5

Contract Number: _____
CSFA Number: 55.023

JOINT PARTICIPATION AGREEMENT
BETWEEN
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
MIAMI-DADE COUNTY

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, between the State of Florida Department of Transportation, a component agency of the State of Florida, hereinafter referred to as the 'DEPARTMENT', and Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the 'COUNTY'.

RECITALS:

WHEREAS, the DEPARTMENT has designed and is currently constructing the Miami Intermodal Center (MIC), hereinafter referred to as the 'MIC Project'; and

WHEREAS, the DEPARTMENT has agreed to segregate specific components of the MIC Project to be let and administered by the COUNTY, the components of which are hereinafter collectively referred to as the 'PROJECT', the individual elements of which are outlined in the attached Exhibit "A", 'Scope of Services', which is herein incorporated by reference; and

WHEREAS, the COUNTY is including the DEPARTMENT's PROJECT components as part of a larger COUNTY procurement package, the whole of which is collectively referred to as the 'PROGRAM'; and

WHEREAS, the DEPARTMENT has programmed funding for the PROJECT under Financial Project Numbers 406800-8-58-01, 406800-8-68-01, 406800-8-58-02, 406800-8-68-02, 406800-2-58-01, 406800-2-68-01, 406800-2-58-02 and 406800-2-68-02, and has agreed to reimburse the COUNTY for eligible PROJECT costs up to a maximum limiting amount, as outlined in the attached Exhibit "B", 'Financial Summary', which is herein incorporated by reference; and

WHEREAS, the COUNTY has agreed to supervise and inspect all aspects of PROJECT construction and administration; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to **Section 339.08(e) and 339.12,** ***Florida Statutes;***

NOW, THEREFORE, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. INCORPORATION OF RECITALS

   The foregoing recitals are true and correct and are incorporated into the body of this Agreement, as if fully set forth herein.

2. GENERAL REQUIREMENTS

   a. The COUNTY shall submit this Agreement to its COUNTY Commission for ratification or approval by resolution. A copy of said resolution is attached hereto as Exhibit "C", 'Resolution', and is herein incorporated by reference.

   b. The COUNTY shall authorize the DEPARTMENT to use COUNTY-owned property as necessary for the construction of the PROJECT.

   c. The COUNTY and the DEPARTMENT shall participate in PROJECT cost savings as a result of contractor Value Engineering (V.E.). Net savings minus administrative costs shall be shared equally by the COUNTY and the DEPARTMENT.

   d. The COUNTY shall obtain all necessary permits from the DEPARTMENT, and other concerned agencies, as needed, prior to commencing PROJECT construction on DEPARTMENT right of way The DEPARTMENT shall provide the COUNTY with all permits and/or permit "dry runs" for all PROJECT components for which the DEPARTMENT retained design responsibility (MIC Bus Plaza Roadway, MIC Central Station – West Concourse and MIC Central Station – Vestibule).

   e. The COUNTY shall advertise for bid, let the consultant and construction contracts, administer, supervise and inspect all aspects of PROJECT construction until completion, and, as further defined in Exhibit "A", 'Scope of Services'. The COUNTY shall complete the PROJECT on or before December 31, 2012. All aspects of PROJECT construction and administration are subject to DEPARTMENT standards and specifications and must be in compliance with all governing laws and ordinances.

   f. The COUNTY shall not execute any contract or obligate itself in any manner requiring the disbursement of DEPARTMENT funds, including consulting or construction contracts or amendments thereto, with any third party with respect to the PROJECT without the prior written approval of the

DEPARTMENT. The DEPARTMENT specifically reserves the right to review qualifications of any consultant or contractor and to approve or disapprove COUNTY employment of same.

g. The DEPARTMENT shall assign an employee to the PROJECT as a Project Manager to serve as the liaison to the COUNTY. The DEPARTMENT will provide the COUNTY with copies of the following PROJECT documents as necessary: contract drawings; specifications; Computer-Aided Design and Drafting (CADD) electronic files; applicable permits and/or permit "dry runs"; reports and engineer's construction cost estimates.

h. All demolition and required environmental remediation at the MIC site (Parcels 260 and 261) shall be the sole responsibility of the DEPARTMENT. This work will be completed by October 31, 2008.

i. The DEPARTMENT shall be responsible for Post Design Services for: 1) Bus Plaza Roadway: 2) MIC Central Station West Concourse; 3) MIC Central Station Vestibule, and, as further defined in Exhibits A, 'Scope of Services,' and B, 'Financial Summary.' FDOT shall assign a DEPARTMENT Liaison to coordinate the design services during construction and settle associated contractor claims.

j. The DEPARTMENT's PROJECT components shall be planned in such a manner that the schedule and cost impacts to the COUNTY's PROGRAM are minimized. Disagreements between the parties shall be settled in writing.

k. The DEPARTMENT shall reimburse the COUNTY for eligible PROJECT costs as defined in Exhibit "B", 'Financial Summary', and in accordance with the financial provisions in Section 3 of this Agreement.

3. FINANCIAL PROVISIONS

a. Eligible PROJECT costs may not exceed TWENTY-TWO MILLION EIGHT HUNDRED FIFTY-EIGHT THOUSAND THREE HUNDRED SIXTY-EIGHT DOLLARS ($22,858,368.00), as outlined in Exhibit "B", 'Financial Summary'. If additional funding is required, contingent upon DEPARTMENT approval, a supplemental agreement between the DEPARTMENT and the COUNTY authorizing the additional funding shall be executed prior to such costs being incurred. If PROJECT bids come in higher than the budgeted amount, the DEPARTMENT agrees to give reasonable consideration to funding the bid amount via supplemental agreement. In order to accomplish this, the COUNTY shall be prepared to provide the DEPARTMENT a bid tab analysis that identifies and separates the DEPARTMENT's PROJECT components from other COUNTY components. In the event, however, the that DEPARTMENT is unable to participate in the additional funding needed to

fully fund the bid amount: 1) the DEPARTMENT reserves the right, at its sole discretion, to withdraw its financial participation in the PROJECT; and 2) the COUNTY shall have the option to delete the DEPARTMENT's PROJECT components from the COUNTY's procurement.

b. The DEPARTMENT agrees to pay the COUNTY for the herein described services at a compensation as detailed in this Agreement.

c. 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, or by the Department of Financial Services under Section 215.422(14), Florida Statutes.

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

e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the DEPARTMENT's ***Travel Form No. 300-000-01*** and will be paid in accordance with ***Section 112.061, F.S.*** .

f. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the COUNTY's general accounting records and the PROJECT records, together with supporting documents and records, of the consultant, contractor and all subcontractors performing work on the PROJECT, and all other records of the consultant, contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

g. In the event this contract is for services in excess of $25,000.00 and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in

succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS ($25,000.00) and which have a term for a period of more than one year."

h. The DEPARTMENT's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.

4. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

5. AMENDMENT

This Agreement may be amended by mutual agreement of the DEPARTMENT and the COUNTY expressed in writing, executed and delivered by each party.

6. INVALIDITY

If any part of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, if such remainder continues to conform to the terms and requirements of applicable law.

7. COMMUNICATIONS

a. All notices, requests, demands, consents, approvals and other communications which are required to be served or given hereunder, shall be in writing and hand-delivered or sent by either registered or certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

To DEPARTMENT:

Florida Department of Transportation
1000 Northwest 111 Avenue, Room 6234
Miami, Florida 33172-5800
Attn: Gary Donn, P.E., MIC Program Mgr.

Ph: (305) 470-5145; Fax: (305) 470-5610

To COUNTY:

Miami-Dade Transit,
701 N.W. 1st Court, 15th Floor
Miami, Florida 33136
Attn: Surinder S. Sahota, P.E., Chief,
Capital Program Management

Ph: (786) 469-5246; Fax. (786) 469-5572

Either party may, by notice given as aforesaid, change its address for all subsequent notices. Notices given in compliance with this section shall be deemed given when placed in the mail.

8. EXPIRATION OF AGREEMENT

The COUNTY agrees to complete the PROJECT on or before **December 31, 2012.** If the COUNTY does not complete the PROJECT within this time period, this Agreement will expire unless an extension of the time period is requested by the COUNTY and granted in writing by the DEPARTMENT's District Six Secretary or Designee. Expiration of this Agreement will be considered termination of the PROJECT.

9. FINAL INVOICE

The COUNTY must submit the final invoice on this PROJECT to the DEPARTMENT within 180 days after the expiration of this Agreement. Invoices submitted after the 180-day time period will not be paid, unless the COUNTY can demonstrate that the provision of the final invoice within the 180-day time period is out of the control of the COUNTY.

10. AUDITS

State of Florida Single Audit Act requirements as outlined in the attached Exhibit "D", 'Audit Reports', are incorporated herein by reference.

11. ENTIRE AGREEMENT

This Joint Participation Agreement is the entire Agreement between the parties hereto, and it may be modified or amended only by mutual consent of the parties in writing.

-- REMAINDER OF PAGE INTENTIONALLY LEFT BLANK --

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

MIAMI-DADE COUNTY

BY: _____
COUNTY MANAGER

ATTEST: _____
(SEAL) COUNTY CLERK

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION:

BY: _____
DISTRICT SECRETARY

ATTEST: _____
(SEAL) EXECUTIVE SECRETARY

LEGAL REVIEW:

_____
COUNTY ATTORNEY

_____
DISTRICT GENERAL COUNSEL

EXHIBIT "A"

SCOPE OF SERVICES

The following PROJECT components will comprise this Agreement with Miami-Dade County:

1. ***Miami Intermodal Center (MIC) Bus Plaza Roadway***

   a. FM# 406800-8-58-01; 406800-8-68-01

   b. Scope of Work: Roadway Improvements to the roadways associated with the MIC Central Station. The limits of the work are generally from NW 38 Court / NW 39 Avenue in the north to NW 21st Street in the south and from NW 38th Court in the west to the Metrobus Plaza Road in the east (NW 37th Place). See Plans designed by FDOT's consultant, A&P Consulting Transportation Engineers Corporation, dated 2/4/2008.

2. ***Miami Intermodal Center (MIC) Central Station – West Concourse***

   a. FM# 406800-2-58-01; 406800-2-68-01

   b. Scope of Work: The West Concourse is an elevated public access concourse linking the Rental Car Center (RCC), the MIC-MIA People Mover Station and the Metrorail Airport Station, which includes foundations, structural frame, exterior envelope, curtain wall, escalator enclosure, roof, mechanical, electrical, fire alarm and fire protection systems. Interior work includes; stairs, elevators, escalators, partitions and associated finishes. See Plans designed by FDOT's consultant, Earth Tech Transportation Services, dated 4/30/2007.

3. ***Miami Intermodal Center (MIC) Central Station – Vestibule***

   a. FM# 406800- 2-58-02; 406800-2-68-02

   b. Scope of Work: The MIC Central Vestibule is an enclosed area that will provide a connection between Miami-Dade Transit Metrorail Airport Station and the Central Station West Concourse. See Plans designed by FDOT's consultant, Perez & Perez, dated 2/2008.

4. ***Miami-Dade Transit Metrobus Plaza***

   a. FM# 406800-8-58-02; 406800-8-68-02

b. Scope of Work: The Metrobus Plaza is the area directly under the elevated Miami-Dade Transit Matrorail Airport Station. See Plans designed by Miami-Dade Transit's consultant, URS Corporation Southern, dated 2/20/08 and further defined in Section 01 11 00 – Summary of Work of the Contract Specifications (Vol. II of V; Contract Document # 3).

**Scope of work for each PROJECT component may be revised by amendment, addendum or change order as agreed to in writing by both the DEPARTMENT and the COUNTY.

County: Miami-Dade

FDOT Project Manager: Gary Donn, P.E.

COUNTY Project Manager:. Ahmed A. Rasheed, P.E.

EXHIBIT "B"

FINANCIAL SUMMARY

Eligible PROJECT costs for reimbursement are below-listed:

MIC JPA with Miami-Dade Transit

	Bus Plaza Roadway	MDT Bus Plaza	Central Station West Concourse	Central Station Vestibule
FM #	406800-8-58-01	406800-8-58-02	406800-2-58-01	406800-2-58-02
Construction Estimate	$3,329,113	$1,355,000	$14,266,406	$2,636,345
Fiscal Year Programmed	FY 07/08	FY 07/08	FY 08/09 FY 08/09	FY 08/09
FM #	406800-8-68-01	406800-8-68-02	406800-2-68-01	406800-2-68-02
CEI Estimate	$166,500	$172,000	$794,250	$138,754
Fiscal Year Programmed	FY 08/09	FY 08/09	FY 08/09	FY 08/09
Sub-total:	$3,495,613	$1,527,000	$15,060,656	$2,775,099

Total PROJECT Cost Estimate: $22,858,368.00

FUNDING SOURCES FOR THE FOUR MIC COMPONENTS:

A. Construction and construction administration for (1) MIC Bus Plaza Roadway, (2) MIC Central Station - West Concourse and (3) MIC Central Station - Vestibule:

Eligible Cost Category	COST	FDOT		MDT		FTA
		%	$	%	$	
Construction	$20,231,864	100%	$20,231,864	0%	$0	
Construction, Engineering & Inspection (CE&I)	$1,099,504	100%	$1,099,504	0%	$0	
Sub-Total Funds Participation =			$21,331,368		$0	$0

B. Design, construction and construction administration for MIC Metrobus Plaza:

Eligible Cost Category	COST	FDOT		MDT		FTA
		%	$	%	$	
* Construction	$2,710,000	50%	$1,355,000	50%	$1,355,000	
Construction, Engineering & Inspection	$344,000	50%	$172,000	50%	$172,000	
Sub-Total Funds Participation =			$1,527,000		$1,527,000	$5,800,000

	FDOT		MDT	FTA
TOTAL FUNDS PARTICIPATION =	$22,858,368		$1,527,000	$5,800,000

* Total cost is reduced by the FTA participation amount of $5,800,000.

NOTE for A:

1. The actual CE&I cost to be funded by FDOT shall be calculated based on the proportionate actual total construction cost of the 3 FDOT MIC Components compared to the total construction cost of the County's Contract No. NCP004-TR06-CT2.

NOTE for B:

1. FDOT's participation for Bus Plaza construction will remain at $1,355,000 as long as the actual cost of Bus Plaza does not exceed $10,869,473. If the actual cost exceeds $10,869,473, the exceeding amount will be funded by MDT 60% and FDOT 40%.
2. The actual CE&I cost to be funded by FDOT shall be calculated based on the proportionate actual construction of the MIC Metrobus Plaza compared to the total construction cost of the County's Contract No. NCP004-TR06-CT2.

EXHIBIT "C"

RESOLUTION

To be herein incorporated once approved by the COUNTY Commission.

EXHIBIT "D"

AUDIT REPORTS

The administration of resources awarded by the Department to **MIAMI-DADE COUNTY** may be subject to audits and/or monitoring by the Department, as described in this section. For further guidance, see the Executive Office of the Governor website, which can be found at: **www.fssa.state.fl.us** .

MONITORING

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 **MIAMI-DADE COUNTY** regarding such audit. **MIAMI-DADE COUNTY** further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

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:

1. 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 1 to this agreement indicates Federal resources awarded through the Department by this agreement. 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.

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

3. If the recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. 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).

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

PART II: STATE FUNDED

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

1. 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 Executive Office of the Governor and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the 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.

2. In connection with the audit requirements addressed in Part II, paragraph 1, 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.

3. 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).

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

PART III: OTHER AUDIT REQUIREMENTS

The 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.

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.

PART IV: REPORT SUBMISSION

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

   A. The Department at each of the following addresses:

   Florida Department of Transportation
   1000 Northwest 111 Avenue
   Miami, Florida 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.

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

   Florida Department of Transportation
   1000 Northwest 111 Avenue
   Miami, Florida 33172

   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 each of the following addresses:

   Florida Department of Transportation
   1000 Northwest 111 Avenue
   Miami, Florida 33172

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

   A. The Department at each of the following addresses:

   Florida Department of Transportation
   1000 Northwest 111 Avenue
   Miami, Florida 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

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

   A. The Department at each of the following addresses:

Florida Department of Transportation
1000 Northwest 111 Avenue
Miami, Florida 33172

5. 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.

6. 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.

PART V: RECORD RETENTION

1. 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.