Memorandum

MIAMI-DADE COUNTY

Date: November 3, 2009

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

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Resolution Authorizing the Execution of a Joint Participation Agreement with the Florida Department of Transportation for Public Transit Block Grant Program Funds in the Amount of $19,149,277

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 hereto with the Florida Department of Transportation (FDOT) for the receipt of $19,149,277 from the Public Transit Block Grant Program for public bus transit service operating assistance with a sub-allocation for the South Florida Vanpool Program. It is further recommended that the Board authorize the receipt and expenditure of funds as specified in the agreement.

No federal funds are included as part of this JPA. Miami-Dade County's 50% equal match in the amount of $19,149,277 will be funded from Miami-Dade Transit's (MDT) operating budget for a total JPA amount of $38,298,554.

SCOPE

The impact of this JPA is countywide.

FISCAL IMPACT/FUNDING SOURCE

MDT will provide a 50% local match of $19,149,277 for this operating assistance block grant through the provision of bus transit services as programmed in the proposed 2009-2010 operating budget.

The attached JPA reflects an original allocation of $19,060,844 ($17,902,050 for the Block grant and $1,158,794 for the vanpool service). However, MDT received confirmation from the State that an additional $88,433 was awarded—bringing the JPA total to $19,149,277.

TRACK RECORD/MONITOR

MDT has entered into numerous funding agreements with FDOT over the course of more than 25 years. The Project Manager for this grant application is Patricia Barry, Administrative Officer 3, MDT Governmental Affairs and Grants.

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 Mayor's designee, to execute the agreement and expend these and any additional funds should they become available.

BACKGROUND

In 1989, the Florida Legislature established the Public Block Grant Program to provide assistance to public transit providers that are eligible for Federal Transit Administration (FTA) formula funds. The Block Grant Program is funded by gas taxes deposited in the State Transportation Trust Fund.

Eligibility for State Block Grant funds is determined by a formula using information from the National Transit Database. Transit expenses which can be funded are limited to the total administrative, managerial, and operational costs directly related to the provision of public bus transit services, excluding depreciation or amortization of capital assets. The State's participation is limited to 50% of the non-federal share of capital projects and 50% of eligible operation costs. State law strictly prohibits using State Block Grant funds to supplant local tax dollars provided for transit operations.

In addition to the Public Transit Block Grant Program, a total of $1,160,533 will be used for the South Florida Vanpool program. A study by the Miami-Dade Metropolitan Planning Organization (MPO) entitled, "Congestion Mitigation: Public-Private Partnership Study," recommended the implementation of a vanpool program to combat congestion. In January 1998, the Miami-Dade MPO initiated the recommended vanpool program as a three-year demonstration project. Congestion Mitigation and Air Quality (CMAQ) Improvement Program funding, through the Florida Department of Transportation (FDOT), District 6, was used to launch the vanpool service.

The South Florida Vanpool Program (SFVP) has served commuters for nearly eight years; offering a high quality, shared-travel option for groups of up to 15 commuters interested in an alternative to driving to work alone. The service also improves access for commuters to areas not currently served by the public transit. Participants are charged a monthly fare that covers the cost of the van, insurance, maintenance, 24-hour roadside assistance, loaner/back-up van, program administration and 24-hours customer service. One or two members of the vanpool drive the van on a daily basis and park the van at their home overnight. To reduce operating costs and encourage participation in the program, each van is provided with a monthly subsidy of $400.

The vanpool allocation is included in this Block grant because the program is funded by the FDOT out of the same funding source. In addition, the Board approved via Resolution NO. R-1173-08 on November 20, 2008 a Memorandum of Understanding (MOU) with the Miami-Dade MPO which identified MDT as the FTA designated grant recipient for this funding. Pursuant to the MOU, MDT serves as a pass-through for the MPO on this program.

MDT's Operating Budget for Fiscal Year (FY) 2010 programs this State Block Grant funding exclusively as operating assistance for MDT bus transit services.

Assistant County Manager

MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: November 3, 2009

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

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

Please note any items checked.

_____ **"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**

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

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

✓ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(J)(1)(B)
11-3-09

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF A JOINT PARTICIPATION AGREEMENT (JPA) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR $19,149,277 IN PUBLIC TRANSIT BLOCK GRANT PROGRAM FUNDS FOR TRANSIT BUS SERVICE ASSISTANCE; AUTHORIZING THE RECEIPT AND EXPENDITURE OF FUNDS AS SPECIFIED IN THE JPA; AUTHORIZING RECEIPT AND EXPENDITURE OF ANY ADDITIONAL FUNDS SHOULD THEY BECOME AVAILABLE; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSIT SYSTEM SURTAX FUNDS

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, to provide $19,149,277 in Public Transit Block Grant Program funds for transit bus service assistance.

Section 2. That this Board further authorizes the Mayor, or Mayor's designee, 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; to receive and expend any additional funds should they become available; 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 and 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:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
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 November, 2009. This resolution shall become effective as follows: (1) 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, and (2) either i) the Citizens' Independent Transportation Trust (CITT) has approved same, or ii) in response to the CITT's disapproval, the County Commission re-affirms its award by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

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

TEMP
FILE COPY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION JOINT PARTICIPATION AGREEMENT

Financial Project No.: 41773918401 (item-segment-phase-sequence)	Fund: DPTO, DDR, DS	FLAIR Category: 088774
	Function: 632	Object Code: 750010
	Federal No.: N/A	Org. Code: 55062020629
Contract No.: APM01	DUNS No.: N/A	Vendor No.: F596000573129
CFDA Number: N/A	CSFA Number: 55010	

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and MIAMI-DADE TRANSIT 701 NW FIRST COURT, SUITE 1300, MIAMI, FL 33136 hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before SEPTEMBER 30, 2012 and this Agreement will expire unless a time extension is provided in accordance with Section 18.00.

W I T N E S S E T H :

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under 341.052, Florida Statutes, to enter into this Agreement.

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

1.00 Purpose of Agreement: The purpose of this Agreement is to provide Department Transit Block Grant Program funding to the Agency for support of fixed-route transit bus operations in Miami-Dade County. Eligible project expenses include bus operating, dispatching, and maintenance activities. Also included under this contract is funding sub-allocated to the South Florida Vanpool Program. State Participation Rate is 50% of eligible project costs. Additional Project No.: 41773928401.

and as further described in Exhibit(s) A,B,C & D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof.

3.00 Project Cost: The total estimated cost of the project is $ 38,298,554 . This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of $ 19,149,277 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total project cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

(a) Legislative approval of the Department's appropriation request in the adopted work program year that the project is scheduled to be committed;

(b) Availability of funds as stated in Section 17.00 of this Agreement;

(c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;

(d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding ○ is ◉ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Retainage : Retainage ○ is ◉ is not applicable. If applicable, _____ percent of the Department's total share of participation as shown in paragraph 4.00 is to be held in retainage to be disbursed, at the Department's discretion, on or before the completion of the final project audit.

6.00 Project Budget and Payment Provisions:

6.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved by the Department Comptroller.

6.20 Payment Provisions: Unless otherwise allowed under Section 4.20, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

7.00 Accounting Records:

7.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Documentation of the project account shall be made available to the Department upon request any time during the period of the Agreement and for three years after final payment is made.

7.20 Funds Received Or Made Available for The Project: The Agency shall appropriately record in the project account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Department pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the project, which Department payments and other funds are herein collectively referred to as "project funds". The Agency shall require depositories of project funds to secure continuously and fully all project funds in excess of the amounts insured under federal plans, or under State plans which have been approved for the deposit of project funds by the Department, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State Law for the security of public funds, or as approved by the Department.

7.30 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

7.40 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

7.50 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

7.60 Audit Reports: In addition to the requirements below, the Agency agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department, including but not limited to site visits and limited scope audits. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the State Comptroller or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of three years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do 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 state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

7.61 Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, (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, and/or other procedures. The Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

7.62 Audits:

Part I Federally Funded: If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

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 "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the 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.

3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from 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: If the Agency is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

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, 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. 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)(e), Florida Statutes, and Chapter 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 the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from nonstate 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

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

2. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department 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 Section 7.622 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, by or on behalf of the recipient directly to each of the following:

   A. The Department at each of the following addresses:

   FDOT District 6-Public Transportation Office
   ATTN: Public Transportation Manager
   1000 NW 111th Avenue RM 6114
   MIAMI FL 33172-5800

   &

   FDOT District 6-Professional Services Office
   ATTN: JPA Coordinator
   1000 NW 111th Avenue RM 6202-B
   MIAMI FL 33172-5800

   B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, submitted to 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.

2. In the event that a copy of the reporting package for an audit required by Section 7.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, 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:

   FDOT District 6-Public Transportation Office
   ATTN: Public Transportation Manager
   1000 NW 111th Avenue RM 6114
   MIAMI FL 33172-5800

   &

   FDOT District 6-Professional Services Office
   ATTN: JPA Coordinator
   1000 NW 111th Avenue RM 6202-B
   MIAMI FL 33172-5800

   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, and any management letters issued by the auditor, to the Department at each of the following addresses:

   FDOT District 6-Public Transportation Office
   ATTN: Public Transportation Manager
   1000 NW 111th Avenue RM 6114
   MIAMI FL 33172-5800

   &

   FDOT District 6-Professional Services Office
   ATTN: JPA Coordinator
   1000 NW 111th Avenue RM 6202-B
   MIAMI FL 33172-5800

3. Copies of financial reporting packages required by Section 7.62 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:

   FDOT District 6-Public Transportation Office
   ATTN: Public Transportation Manager
   1000 NW 111th Avenue RM 6114
   MIAMI FL 33172-5800

   &

   FDOT District 6-Professional Services Office
   ATTN: JPA Coordinator
   1000 NW 111th Avenue RM 6202-B
   MIAMI FL 33172-5800

   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 Section 7.62 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:

   FDOT District 6-Public Transportation Office
   ATTN: Public Transportation Manager
   1000 NW 111th Avenue RM 6114
   MIAMI FL 33172-5800

   &

   FDOT District 6-Professional Services Office
   ATTN: JPA Coordinator
   1000 NW 111th Avenue RM 6202-B
   MIAMI FL 33172-5800

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, Section 215.97, Florida Statutes, and Chapter 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 Agency in correspondence accompanying the reporting package.

7.63 Record Retention: The Agency 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 CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the 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. 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 Participant's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

7.64 Other Requirements: If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.

7.65 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. In the event this Agreement is for purchase of land or for the construction of infrastructure such as airport runways the Department may waive or modify this section.

8.00 Requisitions and Payments:

8.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District SIX (6) Public Transportation Office 1000 NW 111th Avenue RM 6114, MIAMI , FL, 33172-5800 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 7.10 hereof) to justify and support the payment requisitions.

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

8.12 Invoices for any travel expenses shall be submitted in accordance with Chapter 112.061, F.S. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

8.13 For real property acquired, submit;

(a) the date the Agency acquired the real property,
(b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
(c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

8.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

8.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

8.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

8.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

8.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein; or

8.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

8.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

8.30 Disallowed Costs: In determining the amount of the payment, prior to receipt of annual notification of funds availability, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

9.00 Termination or Suspension of Project:

9.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

9.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

10.00 Remission of Project Account Upon Completion of Project: Upon completion of the project, and after payment, provision for payment, or reimbursement of all project costs payable from the project account is made, the Agency shall remit to the Department its share of any unexpended balance in the project account.

11.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

12.00 Contracts of the Agency:

12.10 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

12.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

12.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

12.31 DBE Policy: It is the policy of the Department that disadvantaged business enterprises as defined in 49 CFR Part 26, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of 49 CFR Part 26, as amended, apply to this Agreement.

12.32 DBE Obligation: The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

12.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

13.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action 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. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

13.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

13.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601,et seq., which among other things, prohibits discrimination in housing on the basis of race, color, national origin, creed, sex, and age.

13.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

13.50 Prohibited Interests: The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

13.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

14.00 Miscellaneous Provisions:

14.10 Environmental Pollution: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

14.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

14.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

14.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

14.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

14.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

14.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

14.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

14.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

14.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

15.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations concerning any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department as provided in 8.23.

16.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

17.00 Appropriation of Funds:

17.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

17.20 Multi-Year Commitment: In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) 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 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

18.00 Expiration of Agreement: The Agency agrees to complete the project on or before SEPTEMBER 30, 2012 . If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the DISTRICT SECRETARY OR DESIGNEE . Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

18.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement. Invoices submitted after the 120 day time period will not be paid.

19.00 Agreement Format: 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.

20.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

21.00 Restrictions on Lobbying:

21.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

21.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

22.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Hotline, 877-693-5236.

23.00 Public Entity Crime: 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 s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

24.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

Financial Project No. 41773918401

Contract No. APM01

Agreement Date _____

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY	FDOT
MIAMI-DADE TRANSIT AGENCY NAME	See attached Encumbrance Form for date of Funding Approval by Comptroller
_____ SIGNATORY (PRINTED OR TYPED)	_____ LEGAL REVIEW DEPARTMENT OF TRANSPORTATION
_____ SIGNATURE	_____ DEPARTMENT OF TRANSPORTATION
_____ TITLE	Director of Transportation Development-D6 TITLE

Carson, Ed

From: The job FI989HLR
Sent: Wednesday, July 22, 2009 3:26 PM
To: Carson, Ed
Subject: FUNDS APPROVAL/REVIEWED FOR CONTRACT APM01

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract **#APM01** Contract Type: AH Method of Procurement: G
Vendor Name: **MIAMI-DADE TRANSIT**
Vendor ID: VF596000573129
Beginning date of this Agmt: 02/12/10
Ending date of this Agmt: 09/30/12
Contract Total/Budgetary Ceiling: ct = $19,060,844.00
****
Description:
MDT: State transit block grant funding to support bus operations
in MIAMI-DADE COUNTY w/sub-allocation for SFVP operations. 50% SPR.
****

```
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 062020629 *PT  *750010  *    17902050.00 *41773918401  *632  *
2010              *55100100                 *088774/10
0001              *00      *                *0001/04
```

Action: ORIGINAL Funds have been: APPROVED

```
55 062020629 *PT  *750010  *     1158794.00 *41773928401  *654  *
2010              *55100100                 *088774/10
0001              *01      *                *0002/04
```

TOTAL AMOUNT: *$ 19,060,844.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 07/22/2009

Carson, Ed

From: Langridge, Howard
Sent: Wednesday, September 16, 2009 4:20 PM
To: Carson, Ed
Cc: Filer, Carl
Subject: FUNDS APPROVAL/REVIEWED FOR CONTRACT APM01

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #APM01 Contract Type: AH Method of Procurement: G
Vendor Name: **MIAMI-DADE TRANSIT**
Vendor ID: VF596000573129
Beginning date of this Agmt: 02/12/10
Ending date of this Agmt: 09/30/12
Contract Total/Budgetary Ceiling: ct = **$19,149,277.00**
****
Description:
MDT: State transit block grant funding to support bus operations
in MDC and SFVP operations. 50%SPR
****

```
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 062020629 *PT  *750010  *       86694.00 *41773918401  *632  *
2010              *55100100                 *088774/10
0001              *02      *                *0003/04
```

Action: ORIGINAL Funds have been: APPROVED

```
55 062020629 *PT  *750010  *        1739.00 *41773928401  *654  *
2010              *55100100                 *088774/10
0001              *03      *                *0004/04
```

TOTAL AMOUNT: *$ **88,433.00** *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 09/16/2009

FINANCIAL PROJECT NO.__41773918401
CSFA 55010
CONTRACT NO. _ APM01_____

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida Department of Transportation and
MIAMI-DADE TRANSIT
701 NW FIRST COURT, SUITE 1300, MIAMI FL 33136

dated _____.

PROJECT LOCATION:

Miami-Dade County, Florida

PROJECT DESCRIPTION:

Provide Department State Transit Block Grant program funding to support bus operations in Miami-Dade County. State Participation Rate is 50%.

SPECIAL CONSIDERATIONS BY AGENCY:
The audit report(s) required in Paragraph 7.60 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

FINANCIAL PROJECT NO. 41773918401
CSFA 55010
CONTRACT NO. ____APM01_____

EXHIBIT "B"
PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida Department of Transportation and
MIAMI-DADE TRANSIT
701 NW FIRST COURT, SUITE 1300, MIAMI FL 33136

dated _____.

I. PROJECT COST:

Operating Assistance for fixed-route bus operations in Miami-Dade County	$38,298,554
TOTAL PROJECT COST:	**$38,298,554**

II. PARTICIPATION:

Maximum Federal Participation			
FTA, FAA	(0%)		$
Agency Participation			
In-Kind			
Cash	(50%)		$19,149,277
Other			
Maximum Department Participation,			
Primary			
(**DS**)(**DDR**)(DIM)(TRIP)(**DPTO**)	(50%)	or	$19,149,277
Federal Reimbursable (DU)(CM)(DFTA)	or		$
Local Reimbursable (DL)	( )	%) or	$
TOTAL PROJECT COST			**$38,298,554**

FINANCIAL PROJECT NO. 41773918401
CSFA NO. 55010
CONTRACT NO. APM01

EXHIBIT "C"
(For State Block Grant Only)

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida Department of Transportation and
MIAMI-DADE TRANSIT
701 NW FIRST COURT, SUITE 1300, MIAMI FL 33136

dated _____.

REF: Section 341.052 F.S.

The Department shall provide block grant funds for eligible capital and operating costs of public bus transit and local public fixed-guideway projects. Eligibility of this Agency to receive grant funding is provided in Sec. 341.052(1) F.S., and Sections 5307 and 5311 of the Federal Transit Act, 49 U.S.C. 5307, and 49 U.S.C. 5311 respectively.

Eligible transit capital costs means any costs that would be defined as capital costs by the Federal Transit Administration.

Eligible transit operating costs are the total administrative, management, and operation costs directly incident to the provision of public bus transit services, **excluding** any depreciation or amortization of capital assets.

Block grant funds shall not exceed local revenue during the term of this agreement.

(Local revenue is defined as the sum of money received from local government entities to assist in paying transit operation costs, including tax funds, and revenue earned from fare box receipts, charter service, contract service, express service and non - transportation activities.)

Block grant funds shall not supplant local tax revenues made available for operations in the year immediately preceding this agreement.

State participation in eligible public transit operating costs may not exceed fifty (50) percent of such costs or an amount equal to the total revenue, excluding farebox, charter, and advertising revenue and federal funds, received by the provider for operating costs, whichever amount is less.

The Agency shall require the independent auditor, retained to perform the audit as required by the Single Audit Act of 1984, to specifically test and certify that these limitations (...funds shall not exceed local revenue...funds shall not be expended for depreciation or amortization of capital assets...funds shall not supplant local tax revenues made available for operations in the previous year) of the block grant program as delineated in Chapter 341.052 F.S., have been adhered to.

The Agency shall provide the Department with two (2) copies of its most current adopted budget together with two (2) copies of the National Transit Database (NTD) report at the same time the NTD report is submitted to the Federal Transit Administration or by March 1, whichever is earlier. Unless the adopted budget uses a format consistent with the NTD report, the copy provided to the Department will indicate how the projections for total local revenue, local tax revenue made available for operations, and depreciation and amortization costs, as they will appear in the NTD report, can be identified.

The Agency shall publish in the local newspaper of its area, in the format prescribed by the Department, the productivity and performance measures established for the transit providers most recently completed fiscal year and the prior fiscal year. This report shall be approved by the Department of Transportation prior to its publication. This report shall be submitted to the Department no later than November 15 each year, and published either by December 31, or no later than twenty eight (28) calendar days of the Department's written approval of the report. The Agency shall furnish an affidavit of publication to the Department within twenty eight (28) calendar days of publication.

The Agency shall submit a Transit Development Plan (TDP) to the Department by September 1 each year. As a separate part of the transit development plan or annual report, the Agency will address potential enhancements to productivity and performance which would have the effect of increasing farebox ratio pursuant to FS 341.071 (2).

A TDP shall comply with the requirements of Rule 14-73, FAC, available at: http://fac.dos.state.fl.us/faconline/chapter14.pdf.

Mark the required Safety submittal or provisions for this agreement if applicable.

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.

_X__ Fixed Guideway System - (established) In accordance with Florida Statute 341.061, the Agency shall submit, and the Department shall have on file, annual certification by the Agency of compliance with its System Safety Program Plan, pursuant to Rule Chapter 14-15.017.

____ Fixed Guideway System - (new) In accordance with Florida Statute 341.061, the Agency shall submit a certification attesting to the adoption of a System Safety Program Plan pursuant to Rule Chapter 14-15.017. Prior to beginning passenger service operations, the Agency shall submit a certification to the Department that the system is safe for passenger service.

Other items may be added as required.

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

The Agency's Fiscal Year 2009-2010 Budget is incorporated by reference.

Funding assistance is being provided for operating assistance for fixed-route bus service in Miami-Dade County. Eligible project expenses are limited to salary and fringe benefits costs for bus operations, dispatch and maintenance operations.

Also, included in this Agreement under FM 41773928401 is funding for South Florida Vanpool Program operations in Miami-Dade, Broward and Palm Beach Counties. This funding represents the proportional share of State Transit Block Grant Program funding generated by the SFVP as derived from NTD data reported for the SFVP. This funding shall be provided to the SFVP operator in accordance with the MOU between the Agency and the Miami-Dade MPO dated December 1, 2008 after payment is made to the Agency by the Department for eligible project expenses.

Third Party Purchasing Obligations

The Agency's Counsel shall certify that its purchasing procedures are ethical, fair, open and competitive.

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

FINANCIAL PROJECT NO.__41773918401
CSFA NO._____55010
CONTRACT NO.____ APM01__

EXHIBIT D

STATE AGENCY: FDOT

CSFA #: 55.010

TITLE: PUBLIC TRANSIT BLOCK GRANT PROGRAM

AMOUNT: $ 19,149,277

COMPLIANCE REQUIREMENTS:

Allowed Activities: Block grant funds may be used for eligible capital and operating costs of public transit providers. Funds may also be used for transit service development and transit corridor projects. Projects shall be consistent with applicable approved local government comprehensive plans. Local tax revenue made available for operating costs shall not be supplanted by block grant funds. (FDOT Procedure Topic Number 725-030-030-f, Section 1.2 and 1.3)

All projects must be consistent, to the maximum extent feasible, with the approved local government comprehensive plans of the units of local government in which the project is located.(Section 341.052(2),(c), Florida Statutes)

If an audit reveals that an eligible provider expended block grant funds on unauthorized uses, the provider must repay to FDOT an amount equal to funds expended for unauthorized uses. (Section 341.052(7),(c), Florida Statutes)

Allowable Cost: Cost for which public transit block grant program funds may be expended include:·

1) Cost of public bus transit and local public fixed guideway capital projects.

2)·Costs of public bus transit service development and transit corridor projects. Whenever block grant funds are used for a service development project or a transit corridor project, the use of such funds is governed by Section 341.051, Florida Statutes. Local transit service development projects and transit corridor projects currently operating under contract with FDOT shall continue to receive state funds according to the contract until such time as the contract expires. Transit corridor projects, wholly within one county, meeting or exceeding performance criteria as described in the contract shall be continued by the transit provider at the same or higher level of service until such time as FDOT, the Metropolitan Planning Organization and the service provider agree to discontinue the service. The provider may not increase fare for service in transit corridor projects wholly within one county without the consent of FDOT.

FINANCIAL PROJECT NO.__41773918401
CSFA NO._____55010
CONTRACT NO.____ APM01__

EXHIBIT D(cont.)

3) Cost of public bus transit operations.
(Section 341.052(2), Florida Statutes)

Cash Management: N/A

Eligibility Funding is limited to public transit providers eligible to receive funding from the Federal Transit Administration's Section 5307 and 5311 programs, and to Community Transportation Coordinators. Projects must be consistent with applicable approved local government comprehensive plans. (725-030-004 entitled "Section 5311 Program")

Matching: State participation in eligible capital projects shall be limited to 50 percent of the nonfederal share of such project costs. (Section 341.052(3)(a), Florida Statutes)

State participation in eligible public transit operating costs may not exceed 50 percent of such costs or an amount equal to the total revenue, excluding farebox, charter, and advertising revenue and federal funds, received by the provider for operating costs, whichever amount is less. (Section 341.052(3)(b), Florida Statutes)

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: November 20, 2008

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

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

From: George M. Burgess
County Manager

Resolution No. R-1173-08

Subject: Execution of a Memorandum of Understanding (MOU) Between Miami-Dade County and Miami-Dade Metropolitan Planning Organization (MPO) for Specified Pass-Through Funding from the Federal Transit Administration (FTA) and/or the Florida Department of Transportation (FDOT)

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached Resolution, authorizing Miami-Dade Transit (MDT) to proceed with the specified pass-through arrangements, for the Metropolitan Planning Organization (MPO) to receive funds allocated, through the Federal Transit Administration (FTA) and/or State funds from the FTA and Florida Department of Transportation (FDOT), to fund the South Florida Vanpool Program (SFVP).

SCOPE

As the South Florida Vanpool Program provides transportation service to residents in Miami-Dade, Broward and Monroe counties, this agenda item has a county-wide impact.

FISCAL IMPACT/FUNDING SOURCE

There is no fiscal impact to Miami-Dade County. The appropriated amount for FY 2008 is $1,325,720, of which MDT will receive a 5% administrative fee ($66,286). The balance, $1,259,434, will be used to continue with the enhancement, expansion and operation of the program.

TRACK RECORD/MONITOR

MDT currently does not have a Memorandum of Understanding with the MPO. The MPO staff responsible for oversight and monitoring of funds received is Jesus Guerra, Transportation System Analyst.

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 County Mayor, or County Mayor's designee, to execute contracts and agreements for and on behalf of Miami-Dade County; receive and expend funds in accordance with the contracts and agreements; and file and execute any additional agreements, revisions, or amendments as required.

BACKGROUND

The South Florida Vanpool Program (SFVP) was created by the MPO in 1998 (MPO Resolution #39-95) to allow access to Congestion Mitigation Air Quality (CMAQ) funds. Broward and Palm Beach Counties joined the program in 2002 and 2004, respectively. The South Florida Vanpool Program provides service to citizens within the three Counties. Since inception, the program has been funded entirely by the U.S. Department of Transportation (USDOT) and the Florida Department of Transportation (FDOT). The program supports groups typically consisting of 7 to 15 individuals who commute together to work. Participants are required to live and/or work in one of the three counties. A voluntary designated driver signs a lease agreement with the vanpool provider who is contracted by the MPO.

The lease agreement includes insurance (zero deductible), as well as scheduled and non-scheduled maintenance, and can be cancelled with a 30-day written notification.

The vanpool program can be accessed by any individual interested in starting a group or by an individual employer. Some of the benefits associated with the program include: access to the State's High Occupancy Vehicle (HOV) lanes; commuting costs savings; reductions on personal vehicle wear and tear and auto insurance premiums, and traffic and pollution reduction. Additionally, vanpool participants are eligible to enroll in the Emergency Ride Home Program and the Commuter Tax Benefit Program.

A monthly fee is assessed based on the size of the van and the monthly mileage. This fee is equally shared among the participants. A subsidy of $400/month is provided to the group by the Program to reduce the monthly fee. Participants are responsible for fuel, tolls, parking and other expenses related to the use of the van. The volunteer driver may use the van during weekends for personal use, depending on the available mileage.

As the designated FTA grant recipient of Urbanized Area formula funds in this region, MDT will serve as the pass-through department for the MPO and will receive a 5% administrative fee for conducting the bid process for the program, grant administration, finance, project management, performance reporting and exchange of FTA funds to State funds. The administrative fee will be deducted directly from the FTA and state allocations. There are currently 173 active vans in the South Florida Vanpool Program. No local funds are used for the operation of the program.

Assistant County Manager

MEMORANDUM
(Revised)

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

DATE: November 20, 2008

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

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

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)(B)
11-20-08

RESOLUTION NO. **R-1173-08**

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN MIAMI-DADE COUNTY (MDC) AND THE METROPOLITIAN PLANNING ORGANIZATION (MPO) FOR FEDERAL AND STATE FUNDING PASS-THROUGH ARRANGEMENTS FROM THE FEDERAL TRANSIT ADMINISTRATION (FTA) AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO FUND THE SOUTH FLORIDA VANPOOL PROGAM (SFVP); AND AUTHORIZING THE COUNTY MAYOR, OR COUNTY MAYOR'S DESIGNEE, TO EXERCISE PROVISIONS CONTAINED THEREIN

WHEREAS, the MPO and MDC are units of local government interested in the promotion, development and sustainability of safe, economical, and innovative transportation options for commuters in the South Florida Region; and

WHEREAS, the MPO has administered the South Florida Vanpool Program (SFVP), since 1998; and

WHEREAS, Miami-Dade Transit a department of MDC, is the designated FTA grant recipient of Urbanized Area Formula funds in the region; and

WHEREAS, the MPO and MDC jointly wish to allocate available FTA and/or State funds to support the continued development of vanpools in the region; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:

Section 1. That this Board approves the Memorandum of Understanding (MOU) between MDC and MPO, for Federal and State funding pass-through arrangements allocated under FTA and/or State funds for the South Florida Vanpool Program, attached hereto and made part hereof.

Section 2. That this Board further authorizes the County Mayor, County Mayor's 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; to receive and expend any additional funds should they become available; 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 FTA or FDOT may require in connection with the MOU.

The foregoing resolution was offered by Commissioner **Sally A. Heyman** , who moved its adoption. The motion was seconded by Commissioner **Dorrin D. Rolle** and upon being put to a vote, the vote was as follows:

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of November, 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: **Kay Sullivan**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber

Memorandum of Understanding Between
Miami-Dade County (MDC) and the
Miami-Dade Metropolitan Planning Organization (MPO)
For Federal and State Funding to Support the South Florida Vanpool Program (SFVP)

This is a Memorandum of Understanding (MOU), made and entered into by and between Miami-Dade Transit ("MDT"), a department of Miami-Dade County, a political subdivision of the state of Florida, hereinafter referred to as "the County", and the Metropolitan Planning Organization for the Miami Urbanized Area, created pursuant to Section 339.175, Florida Statutes (hereinafter referred to as "MPO") agencies created under the authority of chapter 103 of the Florida Statues.

WITNESSETH:

WHEREAS, Miami-Dade MPO is administering the Vanpool Program for the South Florida Region including Broward and Palm Beach Counties; and

WHEREAS, Miami-Dade Transit, an Urbanized Area Formula Program grantee agrees to pass through FTA and/or State Funds during the duration of this Memorandum of Understanding (MOU) to the Miami-Dade Metropolitan Planning Organization; and

WHEREAS, using the referred funding the MPO's will continue providing Vanpool Services for the South Florida Region; and

WHEREAS, the Metropolitan Planning Organizations will provide the citizens of Miami-Dade, Broward, and Palm Beach Counties with vanpool transportation services by operating, directly or through a transportation contractor, which will meet the local needs; and

WHEREAS, the provision of vanpool services to be marketed as the "South Florida Vanpool Program" will help to reduce traffic congestion and pollution; and

NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the County and the MPO agree as follows:

ARTICLE - 1

1. DEFINITIONS

1.1 "ADA" shall mean the Americans with Disabilities Act of 1990, as amended.

1.2 "Contractor" shall mean any entity, public or private providing public circulator services as described in this Agreement under contract to the MPO.

1.3 "The County" shall include Miami-Dade County, the Miami-Dade Transit, the Miami-Dade Consumer Services Department, and authorized representatives thereof.

1.4 "The MPO" shall mean Miami-Dade Metropolitan Planning Organization and authorized representatives thereof.

1.5 "Broward MPO" shall mean Broward Metropolitan Planning Organization and authorized representatives thereof.

1.6 "Palm Beach MPO" shall mean Palm Beach Metropolitan Planning Organization and authorized representatives thereof.

1.7 "FDOT" shall mean the Florida Department of Transportation and authorized representative thereof.

1.8 "MDT" shall mean the Miami-Dade Transit and authorized representatives thereof.

1.9 "USDOT" shall refer to the U.S. Department of Transportation, its rules and regulations, and representatives thereof.

1.10 "FTA" shall mean the Federal Transit Administration, its rules and regulations, and representatives thereof.

1.11 "CSD" shall mean the Consumer Services Department of Miami-Dade County and authorized representatives thereof.

1.12 "PTRD" shall refer to the Passenger Transportation Regulatory Division of CSD.

1.13 "Federal Reporting Requirements" shall mean those requirements referenced in 49 CFR Section 5335(a), as may be amended from time to time, and found in the National Transit Database Reporting Manual published by the FTA.

ARTICLE - 2

2. GENERAL REQUIREMENTS

2.1 Compliance with Applicable Laws and Regulations. The MPO and its contractors shall comply with all existing and future laws, statutes, ordinances, codes, rules, regulations, and procedural requirements, whether federal, state, or local, which are applicable to, or in any manner affect, the provision of Miami-Dade Metropolitan Planning Organization Vanpool Program services. The MPO shall be responsible for ensuring compliance of its employees, contractors, agents, or assigns with all applicable county, state, and federal requirements, including, but not limited to, all safety, mechanical, and vehicular standards mandated by MDT and CSD. The MPO shall be responsible for obtaining copies of the appropriate laws, regulations, ordinances, and documents and complying therewith.

2.2 Vehicle Licensing. All vehicles utilized to provide transportation services shall at all times be properly licensed and permitted in accordance with applicable federal, state, and county requirements. Vehicle operators shall comply with all safety, mechanical, and vehicular standards mandated by any applicable county, state, and federal requirements for the proper operation of vanpool services.

2.3 Vehicle Standards. Vanpool vehicles shall comply with the Federal Motor Vehicle Safety Standard (FMVSS) requirements, as well as other state and/or local regulations that may apply to the vanpool vehicles. Additionally, the vehicles shall also comply with all applicable requirements of the ADA, if required.

2.4 Vanpool Drivers Requirements. Vanpool drivers shall at all times have a current and valid Florida driver license. Vanpool drivers shall also pass a screening process to verify their driving records to insure compliance with State and local requirements.

2.5 Proof of Compliance Prior to Operation. The MPO and/or its contractors, if any, shall provide the County with proof of compliance with licensure, insurance, and any other requirements mandated by the Code of Miami-Dade County, state statute, or federal law prior to commencement of the circulator service.

2.6 Purchase of Services/Sole Responsibility. The parties agree that this Agreement is a contract for the purchase of transportation services provided by the MPO for the benefit of the County. MPO employees, agents, and contractors providing transportation services shall be considered to be, at all times, solely employees, agents, and contactors of the MPO under its sole direction and not employees, agents, or contractors of the County.

2.7 Compliance with ADA. The MPO's Vanpool services shall comply with all applicable requirements of the ADA, if required.

2.8 Compliance with Procurement Requirements. The MPO agrees to comply with applicable federal and state procurement requirements, as may be amended from time to time, when entering into contracts with third parties to fulfill the obligations under this Agreement.

2.9 Drug-free Workplace and Testing. In accordance with the Code of Miami-Dade County, the MPO shall certify that it will have a drug-free workplace program. Further, the MPO shall require pre-employment drug testing and other periodic drug testing for all persons holding safety-sensitive positions, as defined by USDOT, related to transit operation. Effective upon execution of the Agreement, the MPO shall require that its employees or contractor, if applicable, comply with all applicable requirements of the USDOT regulations for drug and alcohol testing. To the extent that any terms in this Agreement are inconsistent with the USDOT regulation, the requirements of the USDOT shall control.

2.10 MPO Representative. The MPO shall designate individual(s) to act as liaison to the County and notify the County thereof. The MPO shall promptly notify the County of any changes.

2.11 County Representative. The County shall designate individual(s) to act as liaison to the MPO and notify the MPO thereof. The County shall promptly notify the MPO of any changes.

2.12 Amendments or modifications. Unless provided otherwise elsewhere in this Agreement, amendments and modifications to this Agreement must be in writing and shall require the signatures of the County Manager and the Mayor, or their designees, subject to authorization by their respective Boards. Notwithstanding the foregoing, amendments to this Agreement regarding services and fees need to be approved by the County Manager and the Director from the Miami-Dade Metropolitan Planning Organization, or their designees.

ARTICLE - 3

3. MIAMI-DADE, BROWARD AND PALM BEACH COUNTIES METROPOLITAN PLANNING ORGANIZATIONS' VANPOOL PROGRAM

3.1 Provision of MPO Vanpool Services. The Miami-Dade MPO is responsible for contracting vanpool services marketed as the South Florida Vanpool Program. Currently, the services are provided based on all vanpool groups have to have their origin or destination in Miami-Dade, Broward and/or Palm Beach Counties.

3.2 Operation of the Vanpool Program. The MPO shall be responsible for ensuring that the services provided are operated with no deviation from the vanpool concept unless otherwise authorized by the MPO.

3.3 Use of Logo. The MPO may wish to design a logo uniquely identifying its Vanpool service. If they do so, such logo should be displayed on the exterior of all vehicles operation pursuant to this Agreement, unless other restrictions apply, as appropriate.

ARTICLE - 4

4. RECORDS AND REPORTS

4.1 Reporting Requirements. The MPO shall collect or assure the collection of all information required for Federal and State reporting purposes, and shall provide collected and compiled information to the County, as required. The FTA through Miami-Dade County requires quarterly Financial Status Reports (FSR), Milestones, and Ridership Reports. The MPO shall also report monthly ridership performance data. The MPO shall annually prepare and submit audited National Transit Data Base reports as required by the USDOT and submit to the County a copy of said reports no later than ninety (90) days after the close of the County's fiscal year. Copy of these reports will also be provided to FDOT.

4.2 Additional Information. The MPO shall provide additional information about the MPO Vanpool service operations as requested by the County within thirty (30) days, unless a different time period is agreed upon by the MPO and the County.

4.3 Administrative Fees. The MPO shall pay the County a 5% fee of the annual FTA and/or State funds allocated to the Vanpool Program for conducting the bid process for the program, grant administration, finance, project management, performance reporting and exchange of FTA funds to State funds on a dollar per dollar basis, as described in Article 7.3.

4.4 National Transportation Database (Section 15) Reporting. Timely Annual Reporting Statistics as required by the Federal Transit Administration (FTA), National Transit Database, as defined in the annual FTA National Transit Database Reporting Manual and FTA Circular 2710.2A, "Sampling Procedures for Obtaining Demand Responsive Bus System Operating Data" which may be amended from time to time by the FTA (Formerly known as Section 15 Reporting). Supporting documentation shall be submitted to the County if requested in writing.

4.5 Accidents and Incidents. The MPO must furnish the County all accident and incident data as required for the FTA National Transit Database (NTD), as defined in the FTA NTD Safety and Security Reporting Manual., including the Major Incident Report (within 30 days of occurrence) and the Non-Major Summary Reports (monthly, before end of month following report month).

ARTICLE - 5

5. INSURANCE

5.1 The parties hereto acknowledge that the MPO is a self-insured governmental entity subject to the limitations of Section 768.28, F.S. The MPO shall institute and maintain a fiscally sound and prudent risk management program with regard to its obligations under this Agreement in accordance with the provision of Section 768.28, F.S. The MPO shall collect and keep on file documentation of insurance of any and all private providers operating the South Florida Vanpool Program. The MPO shall require contractor to meet the insurance requirements shown in **Figure 1**, as a minimum. The MPO shall further require the private operator(s) to include the County, as well as Broward and Palm Beach MPOs, as a named insured. Insurance and Indemnification Clauses will be part of the contract between the MPO and the provider(s), as established by Miami-Dade County. A Copy of the contract and the insurance policy will be provided to the respective County Departments and to Broward and Palm Beach MPOs, prior to the provision of vanpoolservices.

5.2 Minimum insurance requirements, as shown in Figure 1, will be determined and established by the Division of Risk Management prior to the bid process and included in the contract.

Figure 1
Insurance Check List
(Form H from Miami-Dade Metropolitan Planning Organization Request for Proposals for Contract for Vanpool Services)

_____ 1. Worker's Compensation and Employer's Liability per the statutory limits of the state of Florida.

_____ 2. Commercial General Liability (occurrence form), limits of liability $1,000,000 per occurrence for bodily injury property damage to include premises/operations; products and completed operations; independent Contractors; broad form property damage endorsement and contractual indemnity (hold harmless endorsement exactly as written in "insurance requirements" of specifications).

_____3. Automobile Liability - $1,000,000 each occurrence owned/non-owned/hired automobiles included.

_____4. Excess Liability - $ _____.00 per occurrence to follow the primary coverage.

_____5. The three MPOs and the County must be named as an additional insured on the liability policies; and it must be named as an additional insured on the liability policies; and it must be stated on the certificate.

_____6. Other Insurance as indicated:

_____ Builders Risk completed value $_____
_____ Liquor liability $_____
_____ Fire legal liability $_____
_____ Protection and indemnity $_____
_____ Employee dishonesty bond $_____
_____ Other blanket fidelity bond $_____

_____7. Thirty days written cancellation notice required.

_____8. Best's guide rating B+: VI or better, latest edition.

_____9. The certificate must state the bid number and title.

ARTICLE - 6

6. INDEMNIFICATION

6.1 The contract between Miami-Dade MPO and the Vanpool Services contractor(s) shall include an Indemnification indicating that:

"The contractor(s) shall indemnify and hold harmless the Miami-Dade MPO, Broward MPO, Palm Beach MPO and the County, and its officers, agents, employees and instrumentalities from any and all liability, claims, losses, and causes of action, including attorneys' fees and costs of defense which the Miami-Dade MPO, Broward MPO, Palm Beach MPO and the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kinds or nature arising out of, or relating to or resulting from the negligence of the contractor and/or its officers, employees, agents or instrumentalities, during the term of this Agreement. The Contractor(s) shall pay all claims and losses in connections therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Miami-Dade MPO, Broward MPO, Palm Beach MPO and the County, where applicable, including appellate proceedings, and shall pay all costs, judgments and reasonable attorneys' fees which may issue thereon. The Contractor(s) expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor(s) shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Miami-Dade MPO, Broward MPO, Palm Beach MPO and the County or its officers, employees, agents or instrumentalities as herein provided. Nothing herein shall be deemed to indemnify the Miami-Dade MPO, Broward MPO, Palm Beach MPO and the County from any liability or claim arising out of the negligent performance or failure of performance of the Miami-Dade MPO, Broward MPO, Palm Beach MPO and the County, its officers, employees, agents or instrumentalities or any other related third party."

6.2 The above referred paragraph is subject to the limitations of Section 768.28, F.S. and any changes recommended by the Risk Management Division.

ARTICLE - 7

7. FINANCIAL ASSISTANCE

7.1 MPO's Share of Supplemental Federal Funding. Beginning with the first year in which the Vanpool service's operating statistics are reflected in the National Transit Data Base, where those operating statistics result in new or supplemental Federal funds flowing to the County, and where those new or supplemental funds are solely attributable to the vanpool service's properly reported operations, the County agrees to pay the MPO its attributable share of federal formula funds received from USDOT no less than sixty (60) days after funding is received from the federal government, provided that the funds remitted to the MPO herein shall be used for the capital expansion, enhancement or maintenance of the Vanpool Program.

7.2 MPO's Share of Supplemental State Block Grant Funding. Beginning with the first year in which the Vanpool service's operating statistics are reflected in the State Transit Block Grant, where those operating statistics result in new or supplemental state funds flowing to the County, and where those new or supplemental funds are solely attributable to the vanpool service's properly reported operations, the County agrees to pay the MPO its attributable share of State Block Grant funds received from FDOT no less than sixty (60) days after funding is received from the state government, provided that the funds remitted to the MPO herein shall be used for the expansion, enhancement or maintenance of the Vanpool Program. State Block Grant funds may be used for capital and operating expenses.

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7.3 Exchange of Funds. MDT agrees to do an equal exchange of its State Funding with the MPO's Annual FTA funds, during the duration of this MOU. This exchange will provide the funding flexibility for capital, operating, management and marketing expenses to be used for the expansion, enhancement and/or maintenance of the Vanpool Program. FTA funds will be soft matched with State Toll revenue Credits at 100% and will be equal to State funds on a dollar per dollar basis.

7.4 MDT's Fee. MDT will charge a 5% administrative fee as indicated in Article 4.3. This fee will be directly deducted from the Federal and state annual allocations, as defined above.

ARTICLE - 8

8. TERMS, MODIFICATIONS AND MISCELLANEOUS PROVISIONS

8.1 Term of Agreement. This Agreement shall commence upon approval of the Board of County Commissioners and the Miami-Dade Metropolitan Planning Organization and the execution by the County Mayor or his designee and authorized MPO representative and shall remain in force for five years thereafter. This Agreement is subject to two one-year options to renew, by agreement between the County Manager and the MPO.

8.2 Renegotiation or Modification. Any substantive changes in the level of service to be provided by the MPO as set forth herein shall only be implemented after the County and the MPO have entered into a written agreement describing the changed services and the provisions of the County Code have been exercised.

8.3 Title VI and VII Civil Rights Act of 1964. The MPO and its Contractors shall not discriminate against any person because of race, color, sex religious background, ancestry or national origin in the performance of the Agreement.

8.4 Termination for Cause. This agreement may be terminated for cause by either party upon no less than thirty (30) days written notice to the other party, except when vanpool operations are in violation of health and/or safety-related provisions of state statutes or the Code of Miami-Dade County, in which case termination shall be as determined by the County Manager. Said notice shall be delivered by verified facsimile transmission or certified mail, return receipt requested. The noticed party shall have the opportunity to cure any stated cause for termination within a reasonable notice period, in which case the terminating party may cancel the termination notice using the same means by which the notice of termination delivered.

8.5 Termination without Cause. The County or the MPO may terminate this Agreement without cause upon no less than sixty (60) days written notice to the other party. If the County or the MPO terminates this Agreement with or without cause, the MPO agrees to reimburse the county on a prorated basis for financial assistance it has received for the year.

8.6 Notices. All notices and other communications required to be remitted pursuant to this Agreement to either party hereto shall be in writing and shall be delivered by verified facsimile transmission or certified mail, return receipt requested, to the parties at the address indicated below:

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FOR MIAMI-DADE COUNTY:
Miami-Dade Transit Agency, 701 NW 1st Court, 16th Floor, Miami, FL 33136
Attention: Director, Miami-Dade Transit Agency

FOR MIAMI-DADE METROPOLITAN PLANNING ORGANIZATION:
Miami-Dade Metropolitan Planning Organization, 111 NW 1st Street, Suite 920, Miami, FL 33128
Attention: Director, Miami-Dade Metropolitan Planning Organization

8.7 Name of Payee. The name of the official payee to whom the County shall issue checks shall be Miami-Dade Metropolitan Planning Organization.

8.8 Complete and Binding Agreement. This writing embodies the full and complete agreement of the parties. No other terms, conditions or modifications shall be binding upon the parties unless in writing and signed by the parties.

8.9 Execution. This document shall be executed in four (4) counterparts, each of which shall be deemed an original.

8.10 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

ATTEST:

FOR THE COUNTY:
Miami-Dade County,
A political subdivision of the State of Florida

County Clerk

By its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
County Manager

Date Executed: _____

ATTEST:

FOR THE MPO:
Created pursuant to Section 339.175, Florida Statutes

By: _____
Clerk of the MPO Board

By: _____
MPO Director

Date Executed: _____

Approved as to Form and Legal Sufficiency

By: _____
Assistant County Attorney