Memorandum

MIAMI-DADE COUNTY

Date: June 3, 2014

Agenda Item No. 3(B)(5)

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution Authorizing the Execution of a Joint Participation Agreement with the Florida Department of Transportation to Provide County Incentive Grant Program Funding in the Amount of $5,225,000.00 for the Purchase of 11 Sixty-Foot Buses for the NW 27th Avenue Corridor Enhanced Bus Service Project; and Authorizing the Use of Charter County Transportation Surtax as a Local Match

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) authorize the execution of a Joint Participation Agreement (Agreement) in substantially the form attached hereto, with the Florida Department of Transportation (FDOT) to provide County Incentive Grant Program funding in the amount of $5,225,000.00 for the purchase of eleven (11) 60-foot articulated, diesel-electric hybrid buses for an Enhanced Bus Service along the NW 27th Avenue Corridor from the Miami-Dade/Broward County Line (NW 215 Street and NW 27 Ave) to the Miami Intermodal Center (MIC) at the Miami International Airport (MIA). This is a multi-year Agreement providing State funding for the project in Fiscal Years (FY) 2014 and 2015.

It is further recommended that the Board authorize the receipt and expenditure of funds as specified in the Agreement. Miami-Dade County proposes to provide an equal match of $5,225,000.00 for this Agreement from Charter County Transportation Surtax Bond (Surtax) proceeds for a total Agreement of $10,450,000.00.

On February 26, 2002, the Board adopted Resolution R-178-02, which instructed the administration to refrain from purchasing any additional articulated buses without receiving prior Board approval. As a result, waiver of Resolution 178-02 is also requested.

This agenda item is placed for Committee review pursuant to County Code Section 29-124(f). This agenda item may only be considered by the Board if the Citizens' Independent Transportation Trust (CITT) has forwarded a recommendation to the Board prior to the date scheduled for Board consideration or 45 days have elapsed since the filing with the Clerk of the Board of this agenda item. If the CITT has not forwarded a recommendation and 45 days have not elapsed since the filing of this recommendation, I will request a withdrawal of this item.

SCOPE

While this project is located in Commission Districts 1 (Jordan), 2 (Monestime), 3 (Edmonson) and 6 (Sosa), the impact of the project benefits the riding public, and is therefore, countywide.

FISCAL IMPACT/FUNDING SOURCE

The total estimated cost for the purchase of 11 articulated buses for the NW 27th Avenue Enhanced Bus Service is $10,450,000.00. This multi-year agreement provides funding from the County Incentive Grant Program in FY 2014 ($4,431,850.00) and FY 2015 ($793,150.00) for a combined total of $5,225,000.00. Bond proceeds from the Surtax will provide the $5,225,000.00 local match.

The estimated future annual Operating and Maintenance (O&M) costs resulting from the implementation of the new NW 27th Avenue Enhanced Bus Service is approximately $1,200,000.00 and will come from the MDT operating budget.

TRACK RECORD/MONITOR
MDT has entered into numerous funding agreements with FDOT over the course of more than twenty-seven years. The Project Manager for this agreement is Ed Carson, Grants Resource Manager, MDT Financial Services.

BACKGROUND
The County Incentive Grant Program (CIGP) was created by Section 339.2817, Florida Statutes for the purpose of providing grants to counties to improve a transportation facility which is located on the State Highway System or which relieves traffic congestion on the State Highway System.

The 2010 Near Term Transportation Plan for Miami-Dade County recommended a multi-phase approach to move towards developing the initial plan for the full implementation of Bus Rapid and eventually Heavy Rail Transit. Given the cost of implementing BRT, the plan included improvements to headways to provide more frequent bus service on new enhanced bus routes. MDT is now implementing enhanced bus service along the North, East-West, Kendall, Northeast (Biscayne) and other People's Transportation Plan (PTP) Corridors as the first step of these improvements.

The new NW 27th Avenue Enhanced Bus Service project begins at the Miami-Dade/Broward County Line, NW 215th Street (SR 852) and NW 27th Avenue (SR 9/SR 817) and extends south along NW 27th Avenue to the MIC at the MIA. At the southern end of the project corridor, the MIC serves as an intermodal transportation terminal providing connectivity among Metrorail, Metrobus, MIA via the MIA Mover, Tri-Rail, Amtrak, and Greyhound. At the northern end of the project corridor, a new transit terminal and park-and-ride facility will be constructed near NW 215th Street to serve as a transit terminal for the NW 27th Avenue Enhanced Bus Service and local MDT Metrobus and Broward County Transit (BCT) routes. Funding assistance for a new park-and-ride facility and bus terminal has been programmed in the FDOT's Five-Year Work Program (FY 2014-2018) and will be provided through a separate Agreement with the State.

Currently, the Route 297 Orange MAX (Phase 1 of the Enhanced Bus Service) provides limited stop service along the 27th Avenue corridor with 15 minute headways during the peak periods and 30 minute headways during midday. The Route 297 service was extended south from the prior terminus at the Martin Luther King Jr. Metrorail Station, to provide residents of the corridor a one-seat ride to the MIC. The Route 297 annual average weekday boarding for FY 2012-2013 was approximately 2,252. The Route 297 is one of the most popular routes and is presently operating at capacity. However, the ridership is expected to continue to increase as we move closer to full implementation of the Enhanced service and once the planned terminal at NW 215th Street is completed.

The new NW 27th Avenue enhanced route will replace Route 297. This service will be provided using 11 new articulated, diesel-electric hybrid buses with low-floor design for faster boarding and alighting. The buses will be equipped with Wi-Fi and provide larger seating areas with additional legroom for comfort. The frequency of the bus service in the corridor will be improved to every 10 minutes peak/20 minutes mid-day. The buses will utilize general-purpose traffic lanes; however, the service will benefit from Transit Signal Priority (TSP) and bus queue jumps at several key intersections along the corridor for improved travel time and schedule adherence. This enhanced bus service will promote regional transit connectivity by its proximity to Broward County and help reduce congestion on the highway. Revenue service for Phase 2 is anticipated to begin in November 2018.

This Agreement provides $5,225,000.00 in CIGP funding. This project was submitted to FDOT and approved in FY 2010. However, the funding for the new buses was not programmed in FDOT's Work Program for use until subsequent outer years (FY 2014 and 2015). To preserve the funding provided, FDOT must fully execute this Agreement by June 30, 2014. The State funding along with the $5,225,000.00 local match will provide the $10,450,000.00 required under this JPA.

While this funding Agreement was approved for the purchase of the articulated hybrid buses, MDT is in the process of issuing a Request for Proposals (RFP) for a Compressed Natural Gas (CNG) solution to include rolling stock and facilities. Should this occur prior to the end of the period of availability (5

years) of these funds, MDT will request a supplemental Agreement to amend the project scope, schedule and cost estimate to include CNG buses.

The delivery of the first articulated hybrid bus is anticipated in September 2015 and the remaining 10 by July 2016. Until the infrastructure to support the enhanced bus service is complete, the new buses will be used on the existing Route 297.

Alina T. Hudak
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: June 3, 2014

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

SUBJECT: Agenda Item No. 3(B)(5)

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 Mayor'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. 3(B)(5)
6-3-14

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF A JOINT PARTICIPATION AGREEMENT (JPA) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO PROVIDE STATE FUNDING IN THE AMOUNT OF $5,225,000.00 FOR THE PURCHASE OF NEW BUSES FOR THE NW 27TH AVENUE ENHANCED BUS SERVICE PROJECT; AUTHORIZING THE RECEIPT AND EXPENDITURE OF FUNDS AS SPECIFIED IN THE JPA; AUTHORIZING RECEIPT AND EXPENDITURE OF ANY ADDITIONAL FUNDS SHOULD THEY BECOME AVAILABLE AS SPECIFIED IN THE JPA; WAIVING RESOLUTION R-178-02; AND AUTHORIZING USE OF CHARTER COUNTY TRANSPORTATION 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 $5,225,000.00 in State funding to purchase eleven (11) new sixty-foot, articulated, diesel-electric hybrid buses for the NW 27th Avenue Enhanced Bus Service project along the NW 27th Avenue Corridor from the Miami-Dade/Broward County Line (NW 215 Street and NW 27 Ave) to the Miami International Airport (MIA) Metrorail Station.

Section 2. That this Board waives Resolution R-178-02, and further authorizes the County Mayor, County Mayor's designee, or Miami-Dade Transit 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 FDOT may require in connection with the application for the improvement.

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

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro	Esteban L. Bovo, Jr.
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of June, 2014. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

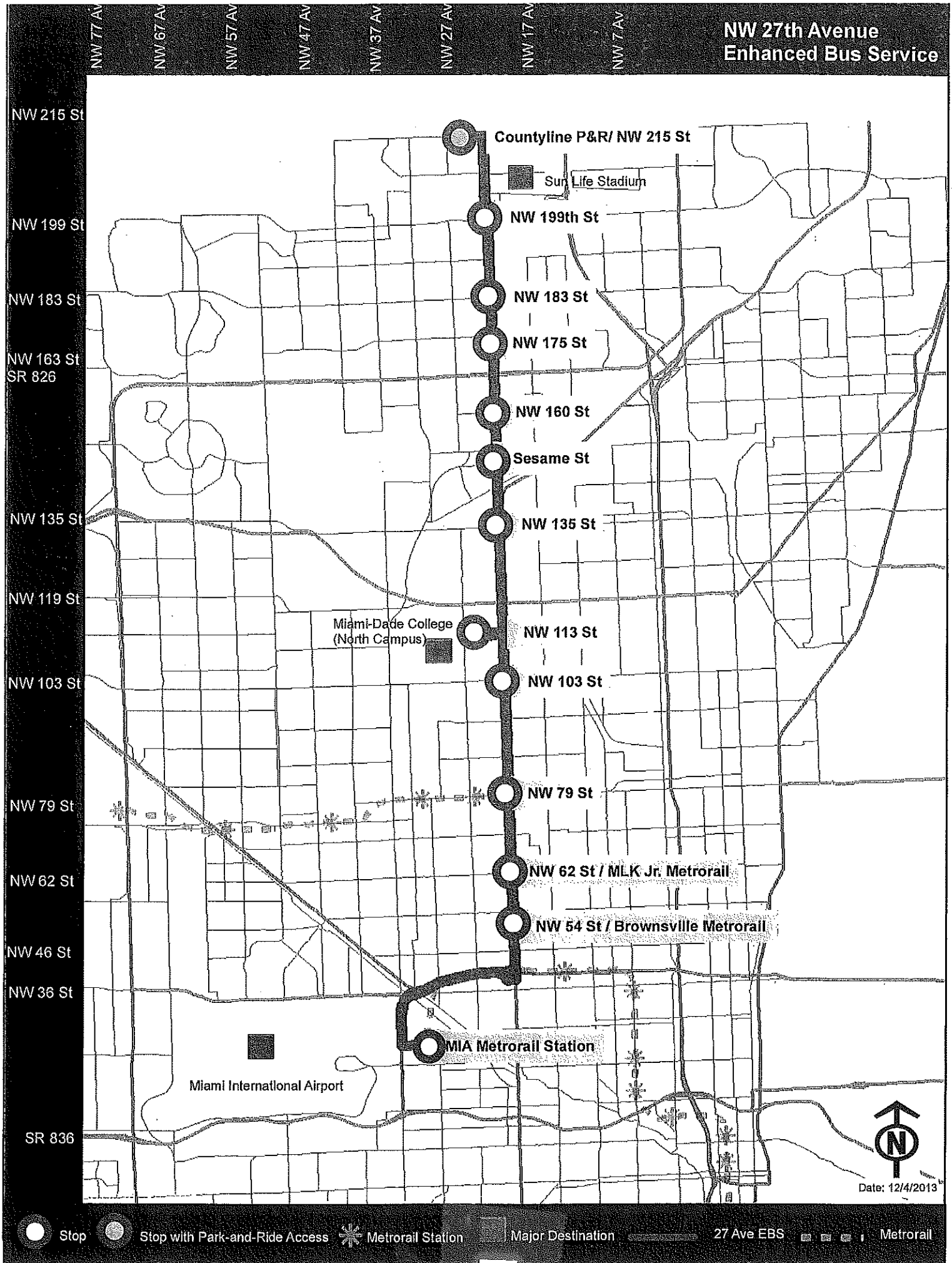
HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber

NW 27th Avenue Enhanced Bus Service



Path: P:\ddd_GIS\Projects\EBS_NW27AVE_20131203v2.mxd

Financial Project Number(s): (Item-segment-phase-sequence) 42801139401	Fund: CIGP	FLAIR Category.: 088572
	Function: 631	Object Code: 750008
	Federal Number: N/A	Org. Code: 550640106019
Contract Number: ARB95	DUNS Number: 80-939-7102	Vendor No.: F596000573129
CFDA Number: N/A	Agency DUNS Number: N/A	CSFA Number: 55.008
CFDA Title: N/A		CSFA Title: County Incentive Grant Program

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 1st Court, Suite 1300, Miami, FL 33136-3912 hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before December 31, 2016 and this Agreement will expire unless a time extension is provided in accordance with Section 16.00.

WITNESSETH:

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 339.2817(9) 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

- provide State County Incentive Grant Program (CIGP) funding to MDT for the purchase of eleven (11) 60-foot articulated Diesel-Electric Hybrid Buses for an Enhanced Bus Service (EBS) along the NW 27th Ave corridor from the Miami-Dade/Broward County Line (NW 215 Street and NW 27 Ave) to the Miami International Airport MetroRail Station. This is a Multi-Year Agreement. State Participation Rate is 50%.

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. The Department has the option to require an activity report on a quarterly basis. The activity report will include details of the progress of the project towards completion.

3.00 Project Cost: The total estimated cost of the project is $ 10,450,000.00 . 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 $ 5,225,000.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total 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 15.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;

(c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department 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 Project Budget and Payment Provisions:

5.10 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 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, or Amendment thereto, and is approved by the Department Comptroller.

5.20 Payment Provisions: Unless otherwise allowed, 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.

6.00 Accounting Records:

6.10 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". Records of costs incurred under terms of this Agreement shall be maintained in the project account and made available upon request to the Department at all times during the period of this Agreement and for five (5) 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 Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all sub-consultants performing work on the Project and all other records of the Agency and sub-consultants considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

6.30 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.

6.40 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.

6.50 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.

6.60 Audit Authority: In addition to the requirements below, the Agency agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, Florida's Chief Financial Officer or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five 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.

6.61 Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 as revised 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 as revised, 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.

6.62 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 non-state 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 non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state 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(8), 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 non-state entities.

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

Part III Other Audit Requirements

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 7.62 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133 as revised, by or on behalf of the recipient directly to each of the following:

   A. The Department at each of the following addresses:

   FDOT D6 - Freight Logistics & Passenger Operations
   Attn: FLPO Manager
   1000 NW 111 Ave, Rm 6111, Miami, FL 33172

   and

   FDOT D6 - Professional Services Office
   Attn: JPA Coordinator
   1000 NW 111 Ave, Rm 6202B, Miami, FL 33172

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

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 as revised is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133 as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

   FDOT D6 - Freight Logistics & Passenger Operations
   Attn: FLPO Manager
   1000 NW 111 Ave, Rm 6111, Miami, FL 33172

   and

   FDOT D6 - Professional Services Office
   Attn: JPA Coordinator
   1000 NW 111 Ave, Rm 6202B, Miami, FL 33172

   In addition, pursuant to Section .320 (f), OMB Circular A-133 as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133 as revised, and any management letters issued by the auditor, to the Department at each of the following addresses:

   FDOT D6 - Freight Logistics & Passenger Operations
   Attn: FLPO Manager
   1000 NW 111 Ave, Rm 6111, Miami, FL 33172

   and

   FDOT D6 - Professional Services Office
   Attn: JPA Coordinator
   1000 NW 111 Ave, Rm 6202B, Miami, FL 33172

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 D6 - Freight Logistics & Passenger Operations
   Attn: FLPO Manager
   1000 NW 111 Ave, Rm 6111, Miami, FL 33172

   and

   FDOT D6 - Professional Services Office
   Attn: JPA Coordinator
   1000 NW 111 Ave, Rm 6202B, Miami, FL 33172

   B. The Auditor General's Office at the following address:

   Office of Comptroller, MS 24
   605 Suwannee Street
   Tallahassee, Florida 32399-0405

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 D6 - Freight Logistics & Passenger Operations
   Attn: FLPO Manager
   1000 NW 111 Ave, Rm 6111, Miami, FL 33172

   and

   FDOT D6 - Professional Services Office
   Attn: JPA Coordinator
   1000 NW 111 Ave, Rm 6202B, Miami, FL 33172

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133 as revised, 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 as revised 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.

6.63 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.

6.64 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.

6.65 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. The Department may waive or modify this section as appropriate.

7.00 Requisitions and Payments:

7.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District SIX Public Transportation Office 1000 NW 111 Ave, Rm 6111, Miami, Florida , FL, 33172 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 6.10 hereof) to justify and support the payment requisitions.

7.11 The Agency shall provide the following quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion.

7.12 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

7.13 Supporting documentation must establish that the deliverables were received and accepted in writing by the Department and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 2.00 and Exhibit "A" has been met.

7.14 Invoices for any travel expenses by the Agency shall be submitted in accordance with Chapter 112.061, F.S., and shall be submitted on the Department's ***Travel Form No. 300-000-01***. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

7.15 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.

7.20 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:

7.21 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;

7.22 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;

7.23 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;

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

7.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement; or

7.26 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."

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

7.40 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.

8.00 Termination or Suspension of Project:

8.10 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 7.21 to 7.26 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.

8.11 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.

8.12 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.

9.00 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.

10.00 Contracts of the Agency:

10.10 Third Party Agreements: The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 7.23. 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. If Federal Transit Administration (FTA) funds are used in the project, the Department must exercise the right to third party contract review.

10.20 Procurement of Personal Property and Services:

10.21 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 287.055, 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 Chapter 287.055, F.S., the Consultants' Competitive Negotiation Act.

10.22 Procurement of Commodities or Contractual Services: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 F.S., is contingent on the Agency complying in full with the provisions of Chapter 287.057 F.S. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 F.S. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 7.23.

10.30 Disadvantaged Business Enterprise (DBE) Policy:

10.31 DBE Policy: The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

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

10.40 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.

11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

11.10 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.

11.20 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.

11.30 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 employment on the basis of race, color, national origin, creed, sex, and age.

11.40 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.

11.50 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.

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

12.00 Miscellaneous Provisions:

12.10 Environmental Regulations: Execution of this Joint Participation Agreement constitutes a certification by theAgency 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.

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

12.30 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.

12.40 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.

12.50 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.

12.60 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.

12.70 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.

12.71 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.

12.80 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.

12.90 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.

13.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, where plans and specifications have been developed, the Agency shall provide an Engineer's Certification that certifies project compliance as listed below, or in Exhibit "C" if applicable. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, hereinafter collectively referred to as "plans", the Agency will certify that:

a. All plans comply with federal, state, and professional standards as well as minimum standards established by the Department as applicable;

b. The plans were developed in accordance with sound engineering and design principles, and with generally accepted professional standards;

c. The plans are consistent with the intent of the project as defined in Exhibits "A" and "B" of this Agreement as well as the Scope of Services; and

d. The plans comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

Notwithstanding the provisions of this paragraph, the Agency, upon request by the Department, shall provide plans and specifications to the Department for review and approvals.

14.00 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.

15.00 Appropriation of Funds:

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

15.20 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."

16.00 Expiration of Agreement: The Agency agrees to complete the project on or before December 31, 2016. 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 8.00 of this Agreement shall be initiated.

16.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement.

17.00 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.

18.00 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.

19.00 Restrictions on Lobbying:

19.10 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

20.00 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 Division of Consumer Services at 1-877-693-5236.

21.00 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.

22.00 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.

23.00 E-Verify:

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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

AGENCY

Miami-Dade Transit
AGENCY NAME

SIGNATORY (PRINTED OR TYPED)

SIGNATURE

TITLE

FDOT

DEPARTMENT OF TRANSPORTATION

D6 Director of Transportation Development
TITLE

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

See attached Encumbrance Form for date of Funding Approval by Comptroller

Bruce Tobben
Approved as to form and legal sufficiency

TO: PT629RF@dot.state.fl.us 10445318
SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT ARB95

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #ARB95 Contract Type: Method of Procurement:
Vendor Name: MIAMI-DADE TRANS
Vendor ID: VF596000573129
Beginning date of this Agmt: 02/10/14
Ending date of this Agmt: 12/31/16

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		
55 064010609	*OM	*750008	* 4431850.00	*42801139401	*631	*
2014		*55150200		*088572/14		
0001		*00	*	*0001/04		

TOTAL AMOUNT: *$ 4,431,850.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 02/12/2014

TO: PT629RF@dot.state.fl.us 10580697
SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT ARB95

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #ARB95 Contract Type: AH Method of Procurement: G
Vendor Name: MIAMI-DADE TRANS
Vendor ID: VF596000573129
Beginning date of this Agmt: 02/10/14
Ending date of this Agmt: 12/31/16
Contract Total/Budgetary Ceiling: ct = $5,225,000.00

****
Description:
CIGP funds for MDT to purchase 11 60 ft. articulated hybrid
buses for NW 27 Ave EBS
****
ORG-CODE *EO *OBJECT *AMOUNT *FIN PROJECT *FCT *CFDA
(FISCAL YEAR) *BUDGET ENTITY *CATEGORY/CAT YEAR
AMENDMENT ID *SEQ. *USER ASSIGNED ID *ENC LINE(6S)/STATUS
****

Action: Funds have been: REVIEWED*

55 064010609 *OM *750008 * 793150.00 *42801139401 *631 *
2015 55150200 088572 15
A001 *00 * * /04
*Funds Approval and encumbrance processing is contingent upon Annual
Legislative appropriation.

TOTAL AMOUNT: *$ 793,150.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 02/10/2014

FINANCIAL PROJECT NO. 42801139401
CSFA 55.008
CONTRACT NO. ARB 95

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

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

Miami-Dade Transit
701 NW First Court, Suite 1300, Miami, FL 33136

dated _____.

PROJECT LOCATION:

Miami-Dade County, Florida

PROJECT DESCRIPTION:

Provide State County Incentive Grant Program funding to Miami-Dade Transit for the purchase of eleven (11) 60-foot articulated Diesel-Electric Hybrid Buses for an Enhanced Bus Service (EBS) to be provided on the NW 27th Ave Corridor from NW 215 Street to Miami International Airport MetroRail Station. 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. 42801139401
CSFA 55.008
CONTRACT NO. ARB 95

EXHIBIT "B"
PROJECT BUDGET

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

Miami-Dade Transit
701 NW 1st Court, Suite 1300, Miami, FL 33136-3922

dated _____.

PROJECT COST:

Northeast Miami-Dade Passenger Activity Center	$10,450,000.00
TOTAL PROJECT COST:	**$10,450,000.00**

II. PARTICIPATION:

Maximum Federal Participation

FTA, FAA	(0%)	$0

Agency Participation

In-Kind		
Cash	(50%)	$5,225,000.00
Other		

Maximum Department Participation,

Primary			
(CIGP)	(50%)	or	$5,225,000.00
Federal Reimbursable (SU)(CM)(DFTA)	(0%)	or	$0
Local Reimbursable (DL)	(0%)	or	$0
TOTAL PROJECT COST			**$10,450,000.00**

FINANCIAL PROJECT NO. 42801139401
CSFA NO. 55.008
CONTRACT NO. ARB 95

EXHIBIT "C"
(GENERAL - with Safety Requirements)

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

Miami-Dade Transit
701 NW 1st Court, Suite 1300, Miami, FL 33136

dated _____.

Safety Requirements

_XX__ 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.

_____ 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.

Program Funding & Project Requirements

This project shall be conducted in accordance with the Department's Guidance for the County Incentive Grant Programs.

State Participation Rate is 50%.

Department funding is provided solely for the capital acquisition of eleven (11) 60-foot articulated Diesel/Electric Hybrid Buses and ancillary items as shown in MDT's Procurement Cost Estimates contained within the North Corridor – 27th Ave EBS Project Description (428011-3). No other costs, including Agency Administrative and personnel expenses, will be reimbursed under this Agreement.

This is a Multi-Year Project and funding is identified in the current State Fiscal Year through 2015. Therefore, subsequent funding will be added to the Agreement by the Department at the beginning of each State Fiscal Year after State Legislature appropriations approval. It will not be necessary for the Agency to request subsequent year funding and supplemental agreements will not be required through Fiscal Year 2015, unless there are changes in project scope, eligible costs or Department funding allocations.

Purchasing, Payments & Reporting Requirements

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

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

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

Agency shall provide District Office with quarterly progress reports addressing progress made on the project. Failure to provide quarterly reports will delay invoice payments to the Agency.

In the event the Department participates 50% or more in the purchase of the buses, then the following shall apply:

1. The Agency shall list the Florida Department of Transportation as the sole lien holder on the vehicle titles. Lien holder address: FDOT, Suwannee Street-MS26, Tallahassee, FL 32399-0450. Reimbursement shall not be made until this provision is satisfied, if required as stated above.
2. The Agency shall affix Department issued control numbers on each vehicle in a manner prescribed by the Department.
3. Disposal of the vehicles shall be made in accordance with Department Procedure No. 725-030-25.
4. Vehicles purchased as above will be recorded on a State Inventory and will be subject to biennial inspection conducted by the Department. Agency agrees to cooperate with the Department or its agents in conducting these inspections.

Other Requirements

The Agency is responsible for the maintenance, security and operation of the purchased buses.

The Project is based on MDT's Procurement Cost Estimates contained within the North Corridor – 27th Ave EBS Project Description (428011-3) and attached as Exhibit 1. These are incorporated in the Agreement by reference.

EXECUTIVE SUMMARY

Table ES-2: Station Design Concepts

Station Location	Full Station	Slim Station
NW 199th Street	⊖	
NW 183rd Street	⊖	
NW 175th Street	⊖	⊖
NW 160th Street	⊖	⊖
Sesame Street	⊖	⊖
NW 135th Street	⊖	
NW 113th Street/ Miami-Dade College	⊖	
NW 103rd Street	⊖	⊖
NW 79th Street	⊖	⊖
NW 62nd Street		⊖
NW 54th Street		⊖

Notes: Northbound=⊖ Southbound=⊖ Northbound and Southbound=⊖

ENVIRONMENTAL DOCUMENTATION

As required under the National Environmental Policy Act (NEPA) for projects receiving federal funds, an evaluation was performed of the environmental effects of the project. Documentation was prepared and submitted to the Federal Transit Administration (FTA) for determination that the project meets the criteria for a NEPA Categorical Exclusion, which is applied to projects that do not have a significant environmental effect.

The environmental documentation summarizes the project's consistency with adopted transportation and land use plans. The environmental analysis determined that the project would not negatively impact traffic, historic and cultural resources, noise and vibration, contamination, community disruption and environmental justice, and ecologically sensitive areas and endangered species. The environmental analysis also determined that adverse construction-related impacts, such as dust and vibration, will be mitigated through the implementation of best management practices and adherence to all federal, state and local regulations.

ESTIMATION OF COSTS

Conceptual capital and operations and maintenance (O&M) costs were estimated as part of the NW 27th Avenue EBS Concepts and Environmental Plan and are summarized in Table ES-3.

Capital costs for the project includes new buses, the NW 215th Street transit terminal and park-and-ride facility and bus stations, roadway infrastructure improvements, right-of-way acquisition for bus stations, and signal and infrastructure required for queue jumps and bus bulbs. The capital cost estimate also includes a contingency to account for uncertainty in the scope of the project and the current conceptual level of project definition. As the NW 27th Avenue EBS project progresses through subsequent phases of project development and is better defined, the capital cost estimate for the project will be refined.

The O&M costs account for general bus operations and maintenance. There will be additional O&M costs for the NW 27th Avenue EBS project associated with the NW 215th Street transit terminal and park-and-ride facility and the other stations along the alignment.

Table ES-3: Capital and O&M Costs

Total Capital Costs	Net Change in Total Annual O&M Costs
$30,226,000	$2,136,000

PROJECT IMPLEMENTATION

A majority of the funding needed for the implementation of the NW 27th Avenue EBS project is already programmed in the Miami-Dade MPO's Transportation Improvement Program (TIP). A total of $24.1 million in local, state and federal funds is included in the 2014 TIP under four separate project components. The timeline for the advancement of the project is provided in Table ES-4.

Table ES-4: Project Schedule

Phase	Year
Preliminary Engineering and Final Design	2014–2015
ROW/Construction	2015–2017
Revenue Service	2017

OVERVIEW

The NW 27th Avenue Enhanced Bus Service (EBS) Concepts and Environmental Plan was developed by the Miami-Dade Metropolitan Planning Organization (MPO) in coordination with Miami-Dade Transit (MDT) and other partner agencies. The NW 27th Avenue EBS will build upon the incremental approach of improving transit service that has recently been applied to the "North Corridor" with the implementation of the Route 297 Orange MAX service. The objective of this project is to enhance transit service and increase transit ridership along the corridor, while working toward the long term goal of implementing rail transit.

The NW 27th Avenue EBS will be anchored by the Miami Intermodal Center (MIC) on the southern end of the corridor, providing connectivity among Metrorail, Metrobus, Miami International Airport (MIA), Tri-Rail, Amtrak, and Greyhound. At the northern end of the corridor, a new transit terminal and park-and-ride facility will be constructed at NW 215th Street near the Broward County Line. Enhanced transit stations will be spaced at approximately one-mile intervals along the corridor and major destinations.

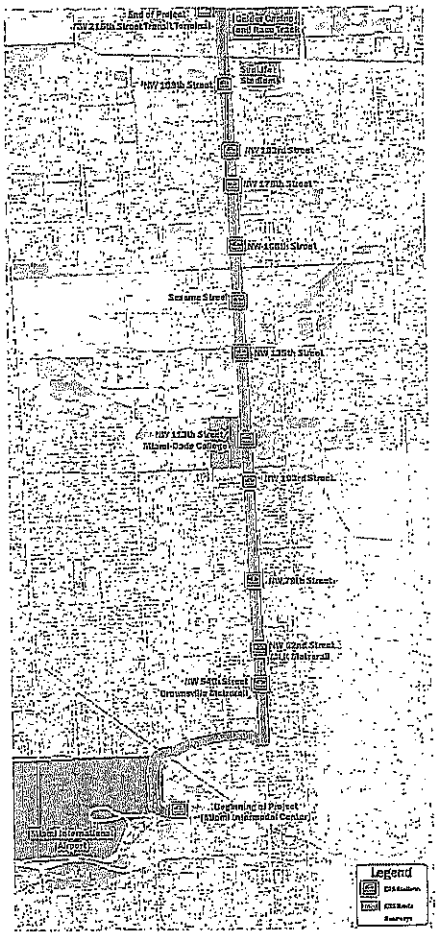
The NW 27th Avenue EBS will provide rapid bus service every 10 minutes during peak periods and every 20 minutes during the off-peak. Service will be provided in new 60-foot articulated alternative fuel buses, with low-floors for faster boarding and alighting, larger seating areas with additional leg room for comfort and Wi-Fi.

EBS BRANDED BUS

The major elements of the NW 27th Avenue EBS include:

- Transit signal priority (TSP)
- Bus queue jumps at several key intersections
- Transit terminal and park-and-ride facility
- State-of-the-art bus stations
- Distinctive service branding

The NW 27th Avenue EBS Concepts and Environmental Plan also estimated capital and operations and maintenance (O&M) costs for the project, and prepared an evaluation of the environmental effects of the project.



PROJECT LOCATION MAP

SERVICE CHARACTERISTICS

The NW 27th Avenue corridor experiences strong peak morning and afternoon demands and loads on existing bus routes, but the corridor also exhibits considerable demand in the mid-day and off-peak periods, suggesting support for EBS throughout the day. The NW 27th Avenue EBS improves on the existing Route 297 Orange MAX service that operates on weekdays between 5:30 AM and 8:00 PM with 15 minute headways during the peak periods and 30 minute headways during the midday. The recommended hours of operation and headways for the NW 27th Avenue EBS are presented in Table ES-1.

Table ES-1: NW 27th Avenue Service Characteristics

Time Period	Hours	Headway
Proposed NW 27th Avenue EBS		
Morning Peak	5:30 AM to 9:00 AM	10 minutes
Midday	9:00 AM to 3:00 PM	20 minutes
Afternoon Peak	3:00 PM to 6:00 PM	10 minutes
Early Evening	6:00 PM to 8:00 PM	20 minutes
Existing 297 Orange Max		
Morning Peak	5:30 AM to 9:00 AM	15 minutes
Midday	9:00 AM to 3:00 PM	30 minutes
Afternoon Peak	3:00 PM to 6:00 PM	15 minutes
Early Evening	6:00 PM to 8:00 PM	30 minutes

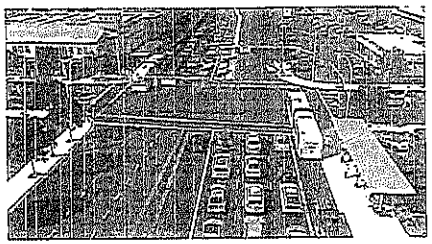
TRANSIT SIGNAL PRIORITY (TSP)

TSP changes traffic signal timing at intersections to give priority to transit vehicles and is a proven method to provide time savings and improve schedule adherence in corridors where it is not possible to dedicate an exclusive travel lane to buses. TSP for the NW 27th Avenue EBS will be based on headway logic. In headway based TSP operation, the signal priority is granted based on a pre-defined headway (spacing or frequency) between the buses. The bus transmits its TSP request to the intersection, and the priority request server manages the priority activity to maintain the desired headway between buses. Buses that arrive sooner than the defined headway will not receive priority and buses that arrive later will receive the benefit of TSP. A headway based TSP reduces "bunching" of buses along a route and thus improves system efficiency.

QUEUE JUMP/QUEUE BYPASS LANE OPERATIONS

Queue jump is a strategy where transit vehicles are provided the means to pull ahead of regular vehicular traffic that is stopped at an intersection, thereby providing the transit vehicles with an advanced green ("a jump") in relation to other vehicular traffic. Queue jump operations allow the transit vehicles to bypass the regular traffic through the use of special bus signal phasing. Queue jumps can also be an effective way to provide time savings to buses in corridors where it is not possible to dedicate a full travel lane as an exclusive bus lane. An analysis was performed to determine potential intersections along NW 27th Avenue for queue jump operations, and queue jump operations are recommended at the following intersections:

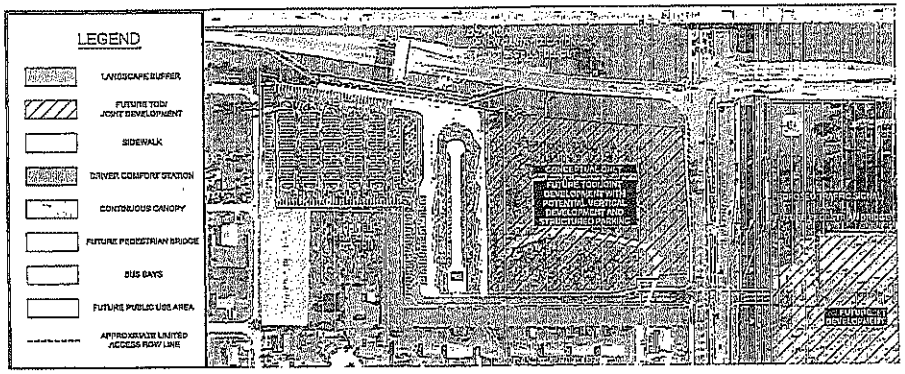
- NW 199th Street
- NW 119th Street
- NW 79th Street



QUEUE JUMP OPERATION

NW 215TH STREET TRANSIT TERMINAL AND PARK-AND-RIDE FACILITY

The NW 215th Street transit terminal and park-and-ride facility will be built on an approximately 14-acre property already owned by Miami-Dade Transit in the City of Miami Gardens. Approximately 350 park-and-ride spaces are proposed for the facility along with kiss-and-ride/short-term parking accommodations, approximately ten bus bays, passenger seating under canopies, and a bus driver comfort station. The facility will serve as a transit terminal for several MDT and Broward County Transit (BCT) bus routes and will facilitate transfers between the two systems. In addition, this facility will provide an end-of-the line layover for NW 27th Avenue EBS as well as MDT Route 27, eliminating the two-mile turnaround presently required. The property also provides long-term transit-oriented development (TOD) opportunities, and the facility will be designed in a manner to preserve space for future Metrorail station development.



CONCEPTUAL SITE PLAN FOR NW 215TH STREET TRANSIT TERMINAL AND PARK-AND-RIDE FACILITY

EBS STATION CONCEPTS

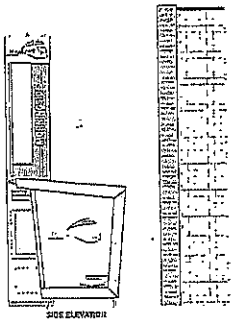
Enhanced transit stations will be spaced at approximately one-mile intervals along the NW 27th Avenue corridor. The stations will be branded and visibly recognizable as part of the NW 27th Avenue EBS, and will include the following elements.

- Enhanced shelters and seating
- Station marker or totem
- Ticket vending machines (TVMs)
- Real-time arrival traveler information displays
- Bicycle parking

Two station designs will be applied to the NW 27th Avenue EBS project:

- A full station concept that has a footprint 25 feet in length and 15 feet in width.
- A restricted right-of-way or "slim" station concept that has a footprint approximately 26 feet in length and 8 feet in width.

Full station design concepts are provided at station locations where existing right-of-way is sufficient or where a high level of boardings is anticipated. Slim station design concepts are provided at station locations where right-of-way is not sufficient to accommodate a full station design concept and higher levels of boardings are not anticipated. Table ES-2 lists full and slim station design concept locations for the NW 27th Avenue EBS.



EBS BRANDED STATION

TRANSIT VEHICLE SPECIFICATIONS

Project Description

Procurement of Eleven (11) 60-Foot Diesel/Electric Hybrid BRT Style Articulated Low Floor Transit Buses

Technical Information

Service Life:	12 years/500,000 miles
Manufacturer:	TBD (Depends on procurement results)
Length:	Approximately 60 feet
Width:	102 inches
Gross Weight:	Approximately 65,000 pounds
Seats:	Approximately 60 seats
Wheelchair positions:	2 Positions
Fuel Type:	Diesel/Electric
Engine:	Cummins ISL or Equivalent
Hybrid System:	Allison EP50, BAE, or Equivalent

Equipped with:
- Biodiesel Compatible Fuel System
- Electric Engine Cooling Fan System
- Automatic Fire Suppression System
- Air Disc Brake System
- All Electric HVAC System
- Electrical Multiplex System
- LED Interior Lighting
- Wheelchair Ramp
- Kneeling Feature
- Bike Racks
- P/A System
- Automatic Stop Announcement
- Electronic Destination Signs
- CCTV Surveillance System
- Automatic Passenger Counter
- Wireless Router for TSP and Wi-Fi

Procurement Cost Estimate

Item	Description	Unit Cost	Extended Cost
Bus Acquisition FY 2015	Eleven (11) 60-Foot Hybrid Buses including Delivery	$950,000	$10,450,000
Ancillary Items	Diagnostic Tools, Manuals, and Training	Included	Included
Estimated FY 2015 Total			$10,450,000
Estimated Project Cost			**$10,450,000**

* The individual part numbers and costs will be provided once the bus manufacturer and bus model are determined through the procurement process.

Financial Project No. 42801139401
Contract No. ARB 95

FEDERAL and/or **STATE** resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES

N/A

STATE RESOURCES

State Agency	Catalog of State Financial Assistance (Number & Title)	Amount
FDOT	55.008 County Incentive Grant Program	$5,225,000.00

Compliance Requirements

In developing audit procedures to test compliance with the requirements for a state project, the auditor should first look to Part Two, Matrix of Compliance Requirements, to identify which of the 10 types of compliance requirements described in Part Three of the Compliance Supplement are applicable and then look to Parts Three and Four for the details of the requirements.

Allowed Activities

The grants are to be used for improvements to transportation facilities which are located on the State Highway System or which relieve traffic congestion on the State Highway System, as provided by section 339.2817(1), Florida Statutes.

Allowable Cost

Eligible projects may include transit and other modes, and must improve a facility on the State Highway System or relieve congestion on the State Highway System. Each project must be consistent to the maximum extent feasible with any existing metropolitan planning organization (MPO) plan, and any local government comprehensive plan.

Cash Management

N/A

Eligibility

To be considered eligible for funding, the project must satisfy the following minimum requirements. It must:

(A) Be a facility. CIGP funds cannot be used for operational expenses.
(B) Be either located on the State Highway System or relieve traffic congestion on the State Highway System.
(c) Be consistent to the maximum extent feasible, where appropriate, with the local Metropolitan Planning Organization (MPO) Long Range Transportation Plan (LRTP).*
(D) Be consistent with, to the maximum extent feasible, with any local comprehensive plans.*
*If the project is not in these plans, it must be amended into them within six months of application.

Matching

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

In-kind services or right of way that comprise integral parts of the project and contribute to its ultimate completion may be used as all or part of the local matching funds. The value for land donated is the current market value, as properly supported.

For in-kind services, a detailed report of the costs incurred as recorded in the cost accounting system must be provided to the District to substantiate the amount of in-kind services costs to be used as the county's share of participation.

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

Memorandum

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Charles Scurr, Executive Director

Date: May 22, 2014

Re: **CITT AGENDA ITEM 5H:**
RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST (CITT) RECOMMENDING THAT THE BOARD OF COUNTY COMMISSIONERS (BCC), AUTHORIZE EXECUTION OF A JOINT PARTICIPATION AGREEMENT (JPA) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT TO PROVIDE STATE FUNDING IN THE AMOUNT OF $5,225,000.00 FOR THE PURCHASE OF NEW BUSES FOR THE NW 27TH AVENUE ENHANCED BUS SERVICE PROJECT; AUTHORIZING THE RECEIPT AND EXPENDITURE OF FUNDS AS SPECIFIED IN THE JPA; AUTHORIZING RECEIPT AND EXPENDITURE OF ANY ADDITIONAL FUNDS SHOULD THEY BECOME AVAILABLE AS SPECIFIED IN THE JPA; WAIVING RESOLUTION R-178-02; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS **(MDT - BCC Legislative File No. 140981)**

On May 22, 2014, the CITT voted (10-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 14-028. The vote was as follows:

Paul J. Schwiep, Esq., Chairperson – Aye
Hon. Anna E. Ward, Ph.D., 1st Vice Chairperson – Aye
Glenn J. Downing, CFP®, 2nd Vice Chairperson – Aye

Joseph Curbelo – Absent
Alfred J. Holzman – Aye
Jonathan Martinez – Absent
Miles E. Moss, P.E. – Aye
Marilyn Smith – Aye
Peter L. Forrest – Aye
Prakash Kumar – Aye
Alicia Menardy, Esq. – Aye
Hon. James A. Reeder – Absent
Hon. Linda Zilber – Aye

cc: Alina Hudak, Deputy Mayor/Interim Director Public Works & Waste Management Department
Bruce Libhaber, Assistant County Attorney