


# Memorandum



**Date:** March 7, 2017

**To:** Honorable Chairman Esteban L. Bovo, Jr.  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Resolution Approving Terms of and Authorizing the County Mayor or County Mayor's Designee to Execute a Multi-Year Joint Participation Agreement with the Florida Department of Transportation to Provide a Total of \$5,000,000.00 in Intermodal Access Program Funding Over State Fiscal Years 2017 and 2018 for the Miami Connector Project Development and Environment Study

Agenda Item No. 3(B)(3)

## **RECOMMENDATION**

It is recommended that the Board of County Commissioners (Board) approve the terms of, and authorize the Miami-Dade County (County) Mayor or County Mayor's Designee to execute, a Multi-Year Joint Participation Agreement (JPA) in substantially the form attached hereto with the Florida Department of Transportation (FDOT) to provide \$5,000,000.00 in Intermodal Access Program funding for the Miami Connector Project Development and Environment (PD&E) Study. The funding will be provided in State Fiscal Years 2017 (\$2,500,000.00) and 2018 (\$2,500,000.00).

It is further recommended that the Board authorize the receipt and expenditure of funds as specified in the Agreement.

## **SCOPE**

The scope of this study area is in District 3, which is represented by Commissioner Audrey M. Edmonson and District 5, which is represented by Bruno A. Barreiro. However, the impact of the project benefits the riding public and is, therefore, countywide.

## **FISCAL IMPACT/FUNDING SOURCE**

The total project cost is \$10,000,000.00. The State's Participation Rate for this agreement is 50 percent. The required local match of 50 percent (\$5,000,000.00) will be provided by the County and the Cities of Miami and Miami Beach collectively known as the "Parties". The breakdown of the local contribution is as follows:

- Miami-Dade County - \$4,166,000.00
- City of Miami - \$417,000.00
- City of Miami Beach - \$417,000.00

The County's portion of the local match will be provided using Charter County Transportation System Surtax funds (Capital Expansion Reserve).

## **TRACK RECORD/MONITOR**

The Grant Manager for this JPA is Ed Carson, Grants Manager of DTPW's Financial Services Division.

## **BACKGROUND**

On May 17, 2016, the Board adopted Resolution R-411-16, which approved the execution of a Memorandum of Understanding (MOU) between the County, FDOT and the Cities of Miami and Miami Beach for the development of the Beach Corridor Transit Connection (formerly known as BayLink). The MOU was executed July 20, 2016, whereby the Parties agreed to fund the Federal New Starts National Environmental Policy Act process and development activities.

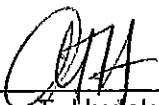
The MOU requires the Parties to each enter into a Locally Funded Agreement ("LFA") for the purpose of contributing its portion of the project funding. The LFA with the Parties is being prepared, and will be presented to the Board for approval as a separate item.

The State's Intermodal Access Program is authorized under F.S. 341.053, and supports projects which provide improved access to intermodal or multimodal transportation facilities and terminals. The Cities of Miami and Miami Beach are two major economic activity centers in the County, which continue to experience rapid growth and densification that have exceeded earlier population and employment growth projections. Downtown Miami is one of the region's major employment hubs, containing a large number of government and financial services, as well as entertainment and retail venues. Miami Beach is focused almost exclusively around a vigorous tourism/service industry, followed by the healthcare and entertainment industry. The popularity of both Miami and Miami Beach as tourist attractions, and the locations of major residential, commercial, and office developments, have generated substantially higher travel demand between the two cities. The growth of these cities, when combined with relatively narrow streets, and chronic lack of parking, results in severe local congestion, making access by automobile progressively more difficult. Increased capacity and reliable transportation is necessary to support and continue economic prosperity, sustainable growth, and quality of life standards valued throughout the region.

The proposed Beach Corridor Transit Connection will serve the cities of Miami and Miami Beach along a 6.5 mile corridor crossing Biscayne Bay to link downtown Miami to Miami Beach with premium transit service. The Beach Corridor is composed of the Miami Beach Connector and the Miami Connector projects, with the latter being the subject of this JPA and the former being implemented by the City of Miami Beach. The Miami Connector includes the portion of the Beach Corridor from 5<sup>th</sup> Street at Alton Road in Miami Beach to Government Center in Downtown Miami, and a portion of the City of Miami streetcar alignment from Downtown Miami to Midtown. The service will interface with the existing Metrorail, Metromover and Metrobus systems in downtown Miami. It will also provide a connection to the Miami Intermodal Center/Miami International Airport via Metrorail, to Broward and Palm Beach counties via Tri-Rail, and to the future Brightline train service that will connect Orlando to Miami via its station in downtown Miami.

This JPA will provide the County a total of \$5,000,000.00 in state funding to complete the PD&E Study to advance the proposed Miami Connection plan to the design and construction phase. FDOT has programmed this funding in its Five-Year Work Program (2017-2022) over the next two years. Eligible costs include planning, preliminary engineering, project development and right-of-way related activities.

The preliminary project schedule is three years from Notice to Proceed (NTP) to a Consultant, which is anticipated to occur in March 2017.



---

Alina T. Hudak  
Deputy Mayor

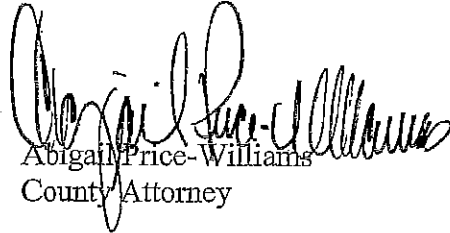


# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Esteban L. Bovo, Jr.  
and Members, Board of County Commissioners

**DATE:** March 7, 2017

**FROM:**   
Abigail Price-Williams  
County Attorney

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

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
- Statement of social equity 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 Agenda Item No. 3(B)(3)  
Veto \_\_\_\_\_ 3-7-17  
Override \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING TERMS OF AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE A MULTI-YEAR JOINT PARTICIPATION AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR A TOTAL OF \$5,000,000.00 IN INTERMODAL ACCESS PROGRAM FUNDS OVER STATE FISCAL YEARS 2017 AND 2018 FOR THE MIAMI CONNECTOR PROJECT DEVELOPMENT AND ENVIRONMENT STUDY; AUTHORIZING THE RECEIPT AND EXPENDITURE OF FUNDS AS SPECIFIED IN THE AGREEMENT; AUTHORIZING RECEIPT AND EXPENDITURE OF ANY ADDITIONAL FUNDS AS SPECIFIED IN THE AGREEMENT SHOULD THEY BECOME AVAILABLE; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS FOR SUCH PURPOSE

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

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

Section 1. This Board approves the Multi-Year Joint Participation Agreement with the State of Florida Department of Transportation ("FDOT"), in substantially the form attached hereto and made a part hereof, to provide a total of \$5,000,000.00 in State Fiscal Years 2017 (\$2.5 million) and 2018 (\$2.5 million) Intermodal Access Program funds to conduct the project development and environment study for the Miami Connector project. The study area includes from 5<sup>th</sup> Street at Alton Road in Miami Beach to Government Center in Downtown Miami and a portion of the proposed City of Miami streetcar alignment from Downtown Miami to Midtown.

Section 2. This Board further authorizes the County Mayor or County Mayor's designee, to execute this Multi-Year Joint Participation Agreement, any time extensions, and to receive and expend the State Intermodal Access Program funds as specified in this Agreement and any additional State Intermodal Access Program funds should they become available, so long as no additional County matching funds are required.

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

Section 4. This Board authorizes the use of Charter County Transportation Surtax funds towards the required \$5,000,000.00 matching funds.

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:

Esteban L. Bovo, Jr., Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

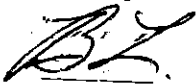
The Chairperson thereupon declared the resolution duly passed and adopted this 7<sup>th</sup> day of March, 2017. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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.



Hugo Benitez

**PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT**

725-030-06  
PUBLIC  
TRANSPORTATION  
OGC - 06/2016  
Page 1 of 17

Financial Project Number(s): <small>(Item-segment-phase-sequence)</small> 43874919401	Fund: Function: Federal Number:	DDR/DPTO 639 N/A	FLAIR Category: Object Code: Org. Code: Vendor No.:	088809 751000 55062020629 F596000573129
Contract Number:	DUNS Number:	80-939-7102	CSFA Number:	55.014
CFDA Number: N/A	Agency DUNS No.:		Intermodal Development Program	
CFDA Title: N/A			CSFA Title:	

THIS JOINT PARTICIPATION AGREEMENT ("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, ("Department"), and Miami-Dade Department of Transportation and Public Works, 701 NW 1st Court, Suite 1300, Miami, FL 33136 ("Agency"). The Department and Agency agree that all terms of this Agreement will be completed on or before December 31, 2018 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 341.051, Florida Statutes, to enter into this Agreement.

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

**1.00 Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in

State Funding provided to Miami-Dade Department of Transportation and Public Works to conduct the planning, preliminary engineering, project development and right-of-way activities for the Miami Connector Project - Transit Connector from Miami to Miami Beach.

This is a Multi-Year contract with State Funds identified in SFY 2018 and are subject to Legislative approval.

State Participation is 50%.

and as further described in Exhibit "A" attached to and incorporated into this Agreement ("Project"), and to provide Departmental financial assistance to the Agency, state the terms and conditions upon which such assistance will be provided, and to set forth the manner in which the Project will be undertaken and completed.

**1.10 Exhibits.** A, B, C & D are attached and incorporated into this Agreement.

**PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT**

725-030-06  
PUBLIC  
TRANSPORTATION  
OGC - 06/2016  
Page 2 of 17

**2.00 Accomplishment of the Project:**

**2.10 General Requirements.** The Agency shall commence, and complete the Project, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement, 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, 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 to and incorporated into this Agreement. 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 Total Project Cost.** The total estimated cost of the Project is \$10,000,000.00. This amount is based upon the estimate summarized in Exhibit "B" attached to and incorporated into 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 Project Costs Participation and Eligibility:**

**4.10 Department Participation.** The Department agrees to maximum participation, including contingencies, in the Project in the amount of \$5,000,000.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

**4.11 Agency Participation (Non-State Sources).** The Agency agrees to minimum participation, including contingencies, in the Project in the amount of \$5,000,000.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of the total cost shown in Exhibit "B", whichever is more.

**4.12 Federal Awards.** The Agency, a non-federal entity,  is  is not a recipient of a federal award, as detailed in Exhibit "B."

**4.20 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" and "B") at the time appropriation authority becomes available.



**PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT**

725-030-06  
PUBLIC  
TRANSPORTATION  
OGC - 06/2016  
Page 3 of 17

**4.30 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 4.10.

**5.00 Project Budget and Payment Provisions:**

**5.10 The Project Budget.** Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project, attached and incorporated into this Agreement as Exhibit "B." The schedule of funding may be revised by execution of a Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this Project may be reduced upon determination of the Agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's 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. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within sixty (60) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

**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", 2 CFR Part 225, 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.

**6.20 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.

**PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT**

725-030-06  
PUBLIC  
TRANSPORTATION  
OGC - 06/2016  
Page 4 of 17

**6.30 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.

**6.40 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.

**6.50 Audits.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

**1. Federal Funded**

- a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
- b) The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:
  - i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Exhibit A, B, C & D to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

**PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT**

- iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).
  
- iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
  
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
  - 1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
  - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  - 3. Wholly or partly suspend or terminate the Federal award;
  - 4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
  - 5. Withhold further Federal awards for the Project or program;
  - 6. Take other remedies that may be legally available.
  
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

**PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT**

725-030-06  
PUBLIC  
TRANSPORTATION  
OGC - 06/2016  
Page 6 of 17

vil. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

2. State Funded

- a) In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or State of Florida Auditor General.
- b) The Agency, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit A, B, C & D to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
  - ii. In connection with the audit requirements, the Agency 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 Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
  - iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and

**PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT**

elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department, or its designee, DFS or the Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

**PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT**

725-030-06  
PUBLIC  
TRANSPORTATION  
OGC - 06/2016  
Page 8 of 17

3. 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, or its designee, DFS or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, DFS or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

**6.60 Insurance.** Execution of this 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 Avenue, RM-6108, Miami, 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 Deliverables.** 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.** 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.** 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 Travel Expenses.** Invoices for any travel expenses by the Agency shall be submitted in accordance with Section 112.061, Florida Statutes, and shall be submitted on the Department's Contractor **Travel Form No. 300-000-06**. The Department may establish rates lower than the maximum provided in Chapter 112.061, Florida Statutes.

**7.15 Property Acquisition.** 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 of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

**PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT**

725-030-06  
PUBLIC  
TRANSPORTATION  
OGC - 06/2016  
Page 9 of 17

- a) The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b) There is any 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;
- c) 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;
- d) There has been any violation of the conflict of interest provisions contained in this Agreement;
- e) The Agency has been determined by the Department to be in default under any of the provisions of the Agreement; or
- f) 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 Project 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 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 Section 8, the Agency shall proceed promptly to carry out the actions required in such notice, 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.

**PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT**

725-030-06  
PUBLIC  
TRANSPORTATION  
OGC - 06/2016  
Page 10 of 17

**8.12 Access to Documents and Materials.** The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency, contractor, sub-contractor, or materials vendor to comply with the provisions of Chapter 119, Florida Statutes.

**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 7.20(c). 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 to this Agreement 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, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 CFR 172, and 23 U.S.C. 112.. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all projects funded under this Agreement. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act and the federal Brooks 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, Florida Statutes, is contingent on the Agency complying in full with the provisions of Chapter 287.057, Florida Statutes. 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, Florida Statutes. 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 7.20(c).

**10.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBE's, as defined in 49 CFR Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance

14



**PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT**

725-030-06  
PUBLIC  
TRANSPORTATION  
OGC - 06/2016  
Page 11 of 17

with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

**10.40 Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.099(1), Florida Statutes.

**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 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 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 U.S.C. 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 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.

- a) "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
- b) 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

**PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT**

725-030-06  
PUBLIC  
TRANSPORTATION  
OGC - 06/2016  
Page 12 of 17

Agency by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Agency.

- c) 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 or Legislature.** 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 Agreement constitutes a certification by the Agency that the Project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

**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 Severability.** 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.

**PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT**

725-030-06  
PUBLIC  
TRANSPORTATION  
OGC - 06/2016  
Page 13 of 17

**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. The Agency must remit said proportional amount to the Department within one (1) year after the official date of disposal.

**12.90 Contractual Indemnity.** To the extent provided by Section 768.28, Florida Statutes, 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. Nothing in this Agreement shall be construed as a waiver by the Agency of any sovereign immunity protections that may be provided by Section 768.28, Florida Statutes.

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:**

**PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT**

725-030-06  
PUBLIC  
TRANSPORTATION  
OGC - 06/2016  
Page 14 of 17

**15.10 Contingency of Payment.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

**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 (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that 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 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, 2018. 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 Department prior to expiration of this Agreement. 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. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

**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 in this Agreement 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 federally-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.

**PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT**

725-030-06  
PUBLIC  
TRANSPORTATION  
OOC - 06/2016  
Page 15 of 17

If any funds other than federally-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 Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," 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 Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

**20.00 Vendors Rights.** The Agency providing goods and services to the Department should be aware of the following time frames:

- a) The Department has 20 days to deliver a request for payment (voucher) to DFS. The 20 days are measured from the latter of the date the invoice is received or the date the goods or services are received, inspected, and approved. Approval and inspection of goods or services shall take no longer than 20 days following the receipt of a complete and accurate invoice.
- b) If a payment is not available within 40 days, then a separate interest penalty at a rate established pursuant to **Section 55.03(1), Florida Statutes**, will be due and payable, in addition to the invoice amount, to the Agency. The 40 days are measured from the latter of the date the invoice is received or the date the goods or services are received, inspected, and approved. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to the Agency because of Agency 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 DFS. 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.

**21.00 Restrictions, Prohibits, Controls, and Labor Provisions.** During the performance of this Agreement, the Agency agrees as follows, and shall require the following provisions to be included in each contract and subcontract entered into pursuant to this Agreement:

- a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b) In accordance with Section 287.134, Florida Statutes, 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.

**PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT**

725-030-06  
PUBLIC  
TRANSPORTATION  
OGC - 06/2016  
Page 16 of 17

- c) An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d) Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for two (2) years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

**23.00 Employment Eligibility (Using E-Verify). Agency/Vendors/Contractors:**

- a) 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 Agency during the term of the Agreement; and
- b) Shall expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement 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 contractor or subcontractor during the Agreement term.

**24.00 Inspector General Cooperation.** The Parties agree to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

**25.00 Maintenance of Project.** The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement.

**26.00 Federal Grant Number.** If the Federal grant number is not available prior to execution of the Agreement, the Department may unilaterally add the Federal grant number to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the Federal grant number will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

22

PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT

725-030-06  
PUBLIC  
TRANSPORTATION  
OCC-067016  
Page 17 of 17

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

AGENCY

DEPARTMENT

Miami-Dade Department of Transportation and  
Public Works

AGENCY NAME

DEPARTMENT OF TRANSPORTATION

SIGNATORY (PRINTED OR TYPED)

D6 - Director of Transportation Development

TITLE

SIGNATURE

LEGAL REVIEW, DEPARTMENT OF TRANSPORTATION

TITLE

See attached Encumbrance Form for date of  
Funding Approval by Comptroller

Bruce Fibhaber  
Approved as to form  
and legal sufficiency

**EXHIBIT "A"**  
**PROJECT DESCRIPTION AND RESPONSIBILITIES**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and –

**Miami-Dade Department of Transportation and Public Works**

**701 NW 1<sup>st</sup> Court, Suite 1300, Miami, FL 33136**

referenced by the above Financial Project Number.

**PROJECT LOCATION:**

Miami-Dade County

**PROJECT DESCRIPTION:**

Miami-Dade DTPW will conduct planning, preliminary engineering, project development and right-of-way activities for the Miami Connector Project – Transit Connector from Miami to Miami Beach.

State Participation is 50%.

**SPECIAL CONSIDERATIONS BY AGENCY:**

The audit report(s) required in paragraph 6.5 of the Agreement 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: N/A**



**EXHIBIT "B"**  
**PROJECT BUDGET**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and --

**Miami-Dade Department of Transportation and Public Works**

**701 NW 1<sup>st</sup> Court, Suite 1300, Miami, FL 33136**

referenced by the above Financial Project Number.

I. PROJECT COST: **\$10,000,000**

**Transit Connector from Miami to Miami Beach**

---

TOTAL PROJECT COST: **\$10,000,000**

II. PARTICIPATION:

Maximum Federal Participation  
FTA, FAA (    %) or \$

Agency Participation (non-state sources)  
In-Kind (    %) \$  
Cash (50%) **\$5,000,000**  
Other (    %) \$

Maximum Department Participation,  
Primary (DS)(DDR)(DIM)(PORT) (50%) or **\$5,000,000**  
Federal Reimbursable (DU)(FRA)(DFTA) (    %) or \$  
Local Reimbursable (DL) (    %) or \$

---

TOTAL PROJECT COST **\$10,000,000**

**EXHIBIT "C"**  
**(GENERAL - with Safety Requirements)**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and -

**Miami-Dade Department of Transportation and Public Works**

**701 NW 1<sup>st</sup> Court, Suite 1300, Miami, FL 33136**

referenced by the above Financial Project Number.

**Reference statutes as applicable.**

**341.051 F.S.**

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

**Safety Requirements**

Bus Transit System - In accordance with Section 341.061, Florida Statutes, 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, F.A.C., and has performed annual safety inspections of all buses operated.

Fixed Guideway System - (established) In accordance with Section 341.061, Florida Statutes, 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 14-15.017, Florida Administrative Code.

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

- Agency shall provide the District Office with Quarterly Progress Reports.

**EXHIBIT D-**

**STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)**

**THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

**Awarding Agency:** Florida Department of Transportation  
**State Project Title:** INTERMODAL DEVELOPMENT PROGRAM  
**CSFA Number:** 55.014  
**\*Award Amount:** \$5,000,000

\*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.014 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number 55.014 are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

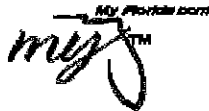
The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>



FLDFS HOME | CONTACT US | SITEMAP | **SEARCH FLOFS**

[Division of Accounting and Auditing](#)

[CONTENTS OF THE CATALOG](#) | [SEARCH/BROWSE THE CATALOG](#) | [ADDITIONS/DELETIONS/CHANGES TO THE CATALOG](#)



**CSFA State Fiscal Year 2016-2017**

**CSFA Number:** 55.014

**State Project Title:** Intermodal Grant Programs

**Agency:** Department of Transportation

**Program:** Transportation Systems Development, and Florida Rail Enterprise

**Budget Entity:** 55100100 & 55100500

**Specific Appropriation:** GAA Line #1866 and Line #1875, \$29,167,050 FY 2016-2017

**Appropriation Category:** 088809

**Related CFDA Code:**

**Authorization:** Sections 341.053 and 311.101, F.S. and Rule 14-118, F.A.C.

**Objectives:** The Intermodal Development Program was developed to provide funding for major capital investments in fixed-guideway transportation systems, access to seaports, airports, and other transportation terminals and construction of intermodal or multimodal terminals; and to otherwise facilitate the intermodal or multimodal movement of people and goods as authorized by s.341.053, F.S. The Intermodal Logistics Center (ILC) Infrastructure Support Program provides funds for roads, rail facilities or other means for the conveyance or shipment of goods through a seaport as authorized by s. 311.101, F.S.

**Types Of Assistance:** Cooperative Agreements  
Direct Appropriations  
Grants  
Property  
Other

**Applicant Type:** Local Government, Non-Profit, and For-Profit

**Restrictions:** The Florida Department of Transportation (FDOT) is authorized to fund projects within the Intermodal Development Program, which are consistent, to the maximum extent feasible, with approved local government comprehensive plans of the units of local government in which the project is located. Eligible projects include: - Major capital investments in public rail and fixed-guideway transportation facilities are systems which provide intermodal access: road, rail, intercity bus service or fixed-guideway access to, from or between seaports, airports and other transportation terminals - Construction of intermodal or multimodal terminals - Development and construction of dedicated bus lanes - Projects that otherwise facilitate the intermodal or multimodal movement of people and goods ILC Infrastructure Support Program funds may be used for connector projects including roads, rail facilities or other means of conveying goods or shipment of goods to or from an ILC through one or more

seaports listed in s. 311.09, F.S. Facilities may not be located on-port and must provide transport, logistics, goods distribution, consolidation or value-added activities. Seaports and airports are distinct from an ILC because, by definition, an ILC is a facility outside the boundaries of seaports or airports. Privately owned marine terminals or cargo airports which are not within public seaport or airport boundaries may also provide ILC functions, but are not themselves an ILC. An ILC cannot request more than half of the available funding. While this program does not provide funding directly to seaport waterfront terminals, it supports the overall public freight system by requiring that the facility handle goods moved through one of Florida's public seaports. Some ports have off-port intermodal distribution sites that have been eligible for ILC program funds.

- Procedures:**
- Pre-Application Notice:** FDOT will notify eligible recipients of available funding annually.
- Application Procedures:** Project applications for the Intermodal Development Program are accepted year round, but deadlines for review and selection for the upcoming available funding and award in July is established by each District. Requests for ILC Infrastructure Support Program funding must be submitted on the required application and adhere to the procedures established at Rule 14-118, F.A.C.
- Award Procedures:** FDOT is responsible for the review, prioritization and approval of the Intermodal Development Program and ILC Infrastructure Support projects. ILC Infrastructure Support applications will be considered as long as there are funds available within a given fiscal year. All funding is contingent upon legislative appropriations. Funding in a single fiscal year may be distributed among several projects and no single project will receive in excess of 50% of available program funds in a single fiscal year.
- Deadlines:** Project application deadlines for Intermodal Development Program funding are established by each FDOT District. There are no deadlines for submitting applications for ILC Infrastructure Support Program funding.
- Other:** FDOT Districts receive Intermodal Development Program funding each year distributed by formula according to their population and gas tax revenue. These funds can be used for intermodal projects for any mode as authorized in Section 341.053(6), F.S.
- Information Contact:** Department of Transportation Intermodal Development 605 Suwannee Street Tallahassee, FL 32399 Phone: (850) 414-4500
- Web Address:** <https://www.fdot.gov/multimodal/>
- Associated Subjects:** Transportation/Transportation Systems

[Return To Top](#)

[Florida Single Audit Act](#) | [Catalog of State Financial Assistance](#) | [State Projects Compliance Supplement](#) | [Rules of the Department of Financial Services](#) | [Section 215.97, Florida Statutes](#), [Florida Single Audit Act](#) | [Links/Forms](#)

**CONSUMER HELPLINE: 1-800-342-2762**

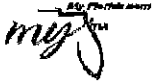
Florida Department of Financial Services · 200 East Gaines Street · Tallahassee, Florida 32399-0300 · [Privacy Statement](#)

29



FLDFS HOME | CONTACT US | SITEMAP | SEARCH FLDFS

Division of Accounting and Auditing



**CSFA Fiscal Year 2016-2017**

**CSFA Number:** 55.014

**State Project Title:** Intermodal Grant Programs

**Agency:** Department of Transportation

**Program Objectives:** The Florida Department of Transportation (FDOT) Intermodal Grant Programs support projects which provide improved access to intermodal or multimodal

The Intermodal Development Program provides funding for major capital investments in fixed-guideway transportation systems, access to seaports, airp

The Intermodal Logistics Center (ILC) Infrastructure Support Program provides funding for roads, rail facilities or other means for the conveyance or shi

**Program Procedures:** Each FDOT District has its own process for ranking their intermodal development projects, funding availability, project funding stipulations and timing of

**Compliance Requirement:**

**Activities Allowed:** Refer to the specific provisions of the grant agreement for allowable or unallowable activities pertaining to the project.

**Allowable Costs:** Eligible costs include costs associated with the planning, design and construction of intermodal facilities.

**Cash Management:** Cash Management does not apply if the project operates solely on a reimbursement basis.

**Eligibility:** Refer to the specific provisions of the grant agreement pertaining to the project.

**Eligibility:** Not Applicable.

This program does not provide for the determination of subaward beneficiary participation.

**Equipment / Real Property Management:** If applicable, see Part Three: Compliance Requirements of the State Projects Compliance Supplement and refer to the specific provisions of the grant ag

**Matching:**

Projects may be funded at up to 100%. Toll revenue credits may not be used as a match. In-kind services are acceptable as a match with documentati

ILC Infrastructure Support Program projects must have a commitment for private or local funding for a minimum of 50% of total project costs. FDOT fun

Refer to the specific provisions of the grant agreement for acceptable contributions of the stated amount of percentage of matching pertaining to the pro

**Period of Availability:** Refer to the specific provisions of the grant agreement for the period the recipient may use state funds.

**Reporting:** Refer to the specific provisions of the grant agreement for reporting requirements pertaining to the project.

**Subrecipient Monitoring:** Not applicable.

This program does not provide for the subaward of state financial assistance to a subrecipient.

**Special Tests Provisions:** Not Applicable

[Go To CSFA Catalog Detail](#)

30



Memorandum



**To:** Honorable Chairman Esteban Bovo, Jr.  
and Members, Board of County Commissioners

**From:** Charles Scurr, Executive Director

**Date:** February 17, 2017

**Re: CITT AGENDA ITEM 5B:**

RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST RECOMMENDING THE BOARD OF COUNTY COMMISSIONERS (BCC) APPROVE TERMS OF AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE A MULTI-YEAR JOINT PARTICIPATION AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR A TOTAL OF \$5,000,000.00 IN INTERMODAL ACCESS PROGRAM FUNDS OVER STATE FISCAL YEARS 2017 AND 2018 FOR THE MIAMI CONNECTOR PROJECT DEVELOPMENT AND ENVIRONMENT STUDY; AUTHORIZING THE RECEIPT AND EXPENDITURE OF FUNDS AS SPECIFIED IN THE AGREEMENT; AUTHORIZING RECEIPT AND EXPENDITURE OF ANY ADDITIONAL FUNDS AS SPECIFIED IN THE AGREEMENT SHOULD THEY BECOME AVAILABLE; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS IN THE AMOUNT OF \$4,166,000.00 FOR SUCH PURPOSE (DTPW – BCC Legislative File No. 170014)

On February 16, 2017, the CITT voted (8-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 17-018. The vote was as follows:

Hon. Anna E. Lightfoot-Ward, Ph.D., Chairperson – Aye  
Glenn J. Downing, CFP®, 1<sup>st</sup> Vice Chairperson – Absent  
Joseph Curbelo, 2<sup>nd</sup> Vice Chairperson – Aye

Alfred Holzman – Aye  
Peter L. Forrest – Absent  
Jonathan Martinez – Absent  
Miles E. Moss, P.E. – Aye  
Marilyn Smith – Aye  
Hon. Linda Zilber – Aye

Oscar Braynon – Aye  
Prakash Kumar – Aye  
Alicia Menardy, Esq. – Absent  
Paul J. Schwiep, Esq. – Absent  
L. Elijah Stiers, Esq. – Absent

cc: Alina Hudak, Deputy Mayor  
Bruce Libhaber, Assistant County Attorney

31