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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: June 15, 2010

Agenda Item No. 14(A)(19)

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

From: George M. Burgess
County Manager

Resolution No. R-687-10

Subject: Resolution Authorizing the Execution of a County Incentive Grant Program Agreement with the Florida Department of Transportation to Provide Funding in the amount of $1,348,442 for the Construction of a Northeast Passenger Activity Center in Northeast Miami-Dade County

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RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) authorize the execution of a County Incentive Grant Program (CIGP) Agreement in substantially the form attached hereto with the Florida Department of Transportation (FDOT) to provide State funding in the amount of $1,348,442 for construction of a bus terminal in Northeast Miami-Dade County to provide a hub for transit operations.

It is further recommended that the Board authorize the receipt and expenditure of funds as specified in this agreement. An equal match of $1,348,442 will be provided from local funds (Local Option Gas Tax (LOGT), Charter County Transit System Surtax, or a combination thereof).

SCOPE

While this bus terminal is located in County Commission District 4, the impact of this project benefits the riding public, and is therefore, countywide.

FISCAL IMPACT/FUNDING SOURCE

The State's $1,348,442 funding contribution would be matched equally by Miami-Dade County with $1,348,442 from local funds (LOGT, Charter County Transit System Surtax, or a combination thereof). Once the project is built out, an annual cost of approximately $90,000 is anticipated to maintain and operate the Passenger Activity Center and will be funded through the MDT Operating budget.

TRACK RECORD/MONITOR

MDT has entered into numerous funding agreements with FDOT over the course of more than twenty-five (25) years. The Project Manager for this grant application is Patricia Barry, Administrative Officer 3, MDT Financial Services.

DELEGATED AUTHORITY

In accordance with Section 2-8.3 of the Miami-Dade County Code related to identifying delegation of Board authority, there are no authorities beyond that specified in the resolution which include authority for the Mayor or designee to execute the agreement, and receive these and any additional funds should they become available.

BACKGROUND

The CIGP was created by Section 339.2817 of the Florida Statutes, as authorized by the 2000 State Legislature with the purpose of providing grants to counties, improvement of transportation facilities located on the State Highway Systems or relieving traffic congestion on the State Highway System.

This CIGP provides State funding for the construction of a MDT Northeast Passenger Activity Center (NEPAC) in Miami-Dade County. The proposed site for this project is located between NE 164th Street and Mischon Athletic Field and between NE 15th Avenue and NE 16th Avenue as further documented in the Conceptual Design Report dated March 2008. The funding provided through this agreement is contingent upon MDT and the City of North Miami Beach identifying a final site for the NEPAC by January 31, 2011. Funding for this project will cover capital costs for final design, construction, Construction Engineering & Inspection (CE&I), and engineering services during construction.

The terminal will serve arterial, trunk line, and local circulator routes as well as provide a safe and convenient transfer point for bus passengers in Northeast Miami-Dade County. Specific bus routes that will facilitate access to the NEPAC will be determined once the County approves the actual location of this facility. The total project cost is $6,099,000. The remaining funding required to complete this project will be provided from local funds (LOGT, Charter County Transit System Surtax, or a combination thereof). The construction for this project is scheduled to begin in fiscal year 2014 and completed in fiscal year 2016.

Assistant County Manager

MEMORANDUM
(Revised)

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

DATE: June 15, 2010

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

SUBJECT: Agenda Item No. 14(A)(19)

Please note any items checked.

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

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

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

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

_____ **Budget required**

_____ **Statement of fiscal impact required**

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

_____ **No committee review**

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

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(19)
6-15-10

RESOLUTION NO. R-687-10

RESOLUTION AUTHORIZING EXECUTION OF A COUNTY INCENTIVE GRANT PROGRAM (CIGP) AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO PROVIDE STATE FUNDING IN THE AMOUNT OF $1,348,442 FOR CONSTRUCTING A BUS TERMINAL IN NORTHEAST MIAMI-DADE COUNTY TO PROVIDE A HUB FOR TRANSIT OPERATIONS; AUTHORIZING THE RECEIPT AND EXPENDITURE OF FUNDS AS SPECIFIED IN THE CIGP; AUTHORIZING RECEIPT AND EXPENDITURE OF ANY ADDITIONAL FUNDS SHOULD THEY BECOME AVAILABLE AS SPECIFIED IN THE CIGP; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSIT SYSTEM SURTAX FUNDS

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

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

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

Section 1. That this Board approves the agreement between Miami-Dade County and the Florida Department of Transportation, in substantially the form attached hereto and made a part hereof, in the amount of $1,348,442 for capital costs for final design, construction, Construction Engineering & Inspection (CE&I), and engineering services during construction of a bus terminal in Northeast Miami-Dade County to provide a hub for transit operations.

Section 2. That this Board further authorizes the Mayor, 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 the FDOT may require in connection with the application for the improvement.

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

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

Bruno A. Barreiro	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	absent
Barbara J. Jordan	aye	Joe A. Martinez	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 15th day of June, 2010. This resolution shall become effective as follows: (1) ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board, and (2) either i) the Citizens' Independent Transportation Trust (CITT) has approved same, or ii) in response to the CITT's disapproval, the County Commission re-affirms its award by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

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

HARVEY RUVIN, CLERK

By: **DIANE COLLINS**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber

Financial Project No. 41050539401
Catalog of State Financial Assistance No. 55.008
County: Miami-Dade
Contract No. APV19

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

COUNTY INCENTIVE GRANT PROGRAM AGREEMENT
(County Letting)

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

RECITALS

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

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

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

WHEREAS, the DEPARTMENT is willing to provide the COUNTY with financial assistance under Financial Project No. 41050539401, for Miami-Dade Transit – Northeast Miami-Dade Passenger Activity Center capital costs for final design, construction, CEI, and engineering services during construction, at a State participation rate of 50%, hereinafter referred to as the "PROJECT," in accordance with Section 339.2817, Florida Statutes; and

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

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

1-SERVICES AND PERFORMANCE

A. The COUNTY shall furnish the services with which to construct the PROJECT. Said PROJECT consists of: constructing a bus terminal in Northeast Miami-Dade County to provide a hub for transit operations. The proposed site is located between NE 164th Street and Mischon Athletic Field and between NE 15th Avenue and NE 16th Avenue as further documented in the Conceptual Design Report dated March 2008. Miami-Dade Transit must identify a final site by January 31st, 2011, as further described in Exhibits A, B, C, and D, attached hereto and made a part hereof.

B. The COUNTY agrees to undertake the construction of the PROJECT in accordance with all applicable federal, state and local statutes, rules and regulations, and standards. The COUNTY shall be responsible for obtaining clearances/permits required for the construction of the PROJECT from the appropriate permitting authorities. Upon completion of the PROJECT, the COUNTY shall certify to the DEPARTMENT that the PROJECT has been completed in accordance with the applicable standards, statutes, rules and regulations in writing.

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

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

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

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

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

TO DEPARTMENT:	TO COUNTY:
Director of Transportation Development	Assistant Director, Finance, Miami-Dade Transit
Florida Department of Transportation	Overtown Transit Village
1000 NW 111th Avenue, Rm. 6114	701 NW 1st Court, 17th Floor
Miami, FL 33172-5800	Miami, FL 33136

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

2-TERM

A. The term of this Agreement shall begin upon the date of signature of the last party to sign. The COUNTY agrees to complete the PROJECT in accordance with the schedule described and contained in "Exhibit C". If the COUNTY does not maintain or complete the project in accordance with the schedule, the DEPARTMENT may terminate this Agreement unless an adjustment to the schedule is requested by the COUNTY and granted in writing by the DEPARTMENT.

B. This Agreement shall not be renewed. Any extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement. This agreement expires on March 31st, 2011.

3-COMPENSATION AND PAYMENT

A. The parties agree that the estimated total project costs are $2,696,884. The parties further agree that the DEPARTMENT's maximum participation is $1,348,442 and all remaining costs of the project will be borne by the COUNTY. These amounts are outlined in Exhibit B.

i) The COUNTY shall submit one invoice (3 copies) plus supporting documentation required by the DEPARTMENT to the Project Manager for approval and processing:

_____ - monthly, or
__X__ - quarterly, or
_____ - once the PROJECT has been accepted by the COUNTY and approved by the DEPARTMENT.

ii) Any provisions for an advance payment are provided in Exhibit D attached to this agreement.

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

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

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

C. Participants providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has (5) five working days to inspect and approve the goods and services. 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.

D. If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the Participant. Interest penalties of less than one (1) dollar will not be enforced unless the Participant requests payment. Invoices that have to be returned to a Participant because of Participant 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.

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

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

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

H. Travel costs will not be reimbursed.

I. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payments(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Helpline, 1-877-693-5236.

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

K. The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

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

M. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida

Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

4-INDEMNITY AND INSURANCE

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

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

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

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

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

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

5-COMPLIANCE WITH LAWS

A. The COUNTY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY in conjunction with this Agreement. Failure by the COUNTY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

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

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

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

6-AUDIT

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

B. MONITORING

i) In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the LOCAL GOVERNMENT regarding such audit. The LOCAL GOVERNMENT further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT's Office of the Inspector General, the Chief Financial Officer (CFO) or Auditor General.

C. FEDERAL AUDITS

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

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

Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

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

iv) If the recipient expends less than $500,000 or more in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than $500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

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

D. STATE AUDITS

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

ii) In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit E to this agreement indicates state financial assistance awarded through the Department by this agreement, if applicable. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

iii) In connection with the audit requirements addressed in sub-paragraph i) the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iv) If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97,

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

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

E. OTHER AUDIT REQUIREMENTS

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

ii) Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

F. REPORT SUBMISSION

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

a) The DEPARTMENT at each of the following addresses:

FDOT D6- Public Transportation Office
ATTN: Public Transportation Manager
1000 NW 111th Avenue, Rm. 6114
Miami, Florida 33172-5800

&

FDOT D6-Professional Services Office
Attn: JPA Coordinator
1000 NW 111th Avenue, Rm. 6202-B
Miami, FL 33172-5800

b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

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

c) Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

ii) In the event that a copy of the reporting package for an audit required by Paragraph C (FEDERAL AUDITS) of this agreement and conducted in accordance with OMB Circular A-133, as revised, is **not** required to be submitted to the Department for reasons pursuant to section .320

(e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to the following:

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

a) In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at the following address: (Insert mailing address(es) of office(s) responsible for program oversight)

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

a) The DEPARTMENT at each of the following addresses:

FDOT D6- Public Transportation Office
ATTN: Public Transportation Manager
1000 NW 111th Avenue, Rm. 6114
Miami, Florida 33172-5800

&

FDOT D6-Professional Services Office
Attn: JPA Coordinator
1000 NW 111th Avenue, Rm. 6202-B
Miami, FL 33172-5800

b) The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

iv) Copies of reports or the management letter required by Paragraph E (OTHER AUDIT REQUIREMENTS) of this agreement shall be submitted by or on behalf of the recipient directly to the Department at the following address:

a) The DEPARTMENT at each of the following addresses:

FDOT D6- Public Transportation Office
ATTN: Public Transportation Manager
1000 NW 111th Avenue, Rm. 6114
Miami, Florida 33172-5800

&

FDOT D6-Professional Services Office
Attn: JPA Coordinator
1000 NW 111th Avenue, Rm. 6202-B
Miami, FL 33172-5800

v) Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi) Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

G. RECORD RETENTION

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

7-TERMINATION AND DEFAULT

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

B. If the DEPARTMENT determines that the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the COUNTY, the DEPARTMENT shall notify the COUNTY of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the COUNTY shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the COUNTY.

8-MISCELLANEOUS

A. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

B. The DEPARTMENT shall not be obligated or liable hereunder to any party other than the COUNTY.

C. In no event shall the making by the DEPARTMENT of any payment to the COUNTY 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 COUNTY, and the making of such payment by the DEPARTMENT while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

D. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

E. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

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

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

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

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed in its behalf this ____ day of _____, _____, by the County Manager, authorized to enter into and execute same by Resolution Number _____ of the Board on the _____ day of _____, _____, and the DEPARTMENT has executed this Agreement through its District Secretary for District Six, Florida Department of Transportation, this _____ day of _____,

MIAMI-DADE COUNTY, FLORIDA

ATTEST:_____(SEAL)
CLERK

BY: _____
COUNTY MANAGER

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

See attached Encumbrance Form for date of Funding Approval by Comptroller

_____
Legal Review – Department of Transportation

_____
Department of Transportation

Director of Transportation Development – D6
Title

_____
Agreement Date

Carson, Ed

From: The job FI989NDR
Sent: Tuesday, February 23, 2010 2:56 PM
To: Carson, Ed
Subject: FUNDS APPROVAL/REVIEWED FOR CONTRACT APV19

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #APV19 Contract Type: AH Method of Procurement: G
Vendor Name: MIAMI-DADE TRANSIT
Vendor ID: VF596000573129
Beginning date of this Agmt: 05/28/10
Ending date of this Agmt: 03/31/11
Contract Total/Budgetary Ceiling: ct = $1,348,442.00

```
**********************************************************************
Description:
MDT-NE Passenger Activity Center

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

Action: ORIGINAL       Funds have been: APPROVED

55 064010609 *OM  *750008  *     1295000.00 *41050539401  *639  *
2010              *55150200                 *088572/10
0001              *00      *                *0001/04
----------------------------------------------------------------------

Action: ORIGINAL       Funds have been: APPROVED

55 062020629 *PT  *750017  *       53442.00 *41050539402  *639  *
2010              *55100100                 *088774/10
0001              *01      *                *0002/04
----------------------------------------------------------------------
         TOTAL AMOUNT:   *$    1,348,442.00 *
----------------------------------------------------------------------
FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 02/23/2010
```


19

FINANCIAL PROJECT NO. 41050539401
CSFA 55.008
CONTRACT NO. APV19

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 Department County Incentive Grant Program funding for the final design, construction, CEI, and engineering services during construction for the MDT – Northeast Miami-Dade Passenger Activity Center in Miami-Dade County, Florida. 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. 41050539401
CSFA 55.008
CONTRACT NO. APV19

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	$2,696,884
TOTAL PROJECT COST:	**$2,696,884**

II. PARTICIPATION:

Maximum Federal Participation

FTA, FAA	(0%)	$0

Agency Participation

In-Kind		
Cash	(50%)	$1,348,442
Other		

Maximum Department Participation,

Primary			
(DS)(DDR)(**DPTO**)(PORT)(**CIGP**)	(50%)	or	$1,348,442
Federal Reimbursable (SU)(CM)(DFTA)	(0%)	or	$0
Local Reimbursable (DL)	(0%)	or	$0
TOTAL PROJECT COST			**$2,696,884**

FINANCIAL PROJECT NO. 41050539401
CSFA NO. 55.008
CONTRACT NO. APV19

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.

__XX_ 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.

Other Requirements

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.

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.

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.

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

Department funding is provided solely for the final design, construction, CEI, and engineering services during construction for the MDT – Northeast Miami-Dade Passenger Activity Center at the proposed site and further documented in the Conceptual Design Report dated March 2008. Department participation is limited to the public transit related portions of the project including the transit plaza, bus terminal and other transit supportive facilities. No other costs incurred by the Agency shall be reimbursed by the Department.

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

Agency shall submit a detailed project budget and project description to the Department prior to the end of the site selection phase of the project. Submission of this budget will be required for approval of any Supplemental Joint Participation Agreements or payments requested after this initial site selection process. Agency shall identify a final site by **January 31st, 2011.** Failure by the Agency to select a final site and to prepare detailed project information will constitute unsatisfactory performance. At Department discretion, the terms of Paragraph 7.B may be invoked.

The Agency must submit all plans and specifications to the Department for approval. Failure to submit plans and specifications will result in non-payment by the Department.

Agency is responsible for the maintenance, security, and operation of the facility.

The Agency shall require the independent auditor, retained to perform the audit as required by the **Office of Management and Budget (OMB) Circular A-133** and/or the **Florida Single Audit Act, 215.97 F.S.**, to specifically test and certify that services funded by the program were provided in non-urbanized areas, that there was no restriction on public use, and that the State and Federal share of eligible costs did not exceed amounts specified in the approved project budget. Failure to submit proper audit documentation will result in non-payment by the Department.

EXHIBIT D

Financial Project No. 41050539401
Contract No. APV19

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	$1,295,000

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.

STATE RESOURCES

State Agency	Catalog of State Financial Assistance (Number & Title)	Amount
FDOT	55.017 New Starts Transit Program	$53,442.00

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

Allowable activities are eligible capital expenses of a New Start project, in accordance with Section 341.051(5)(a). Eligible costs include preliminary engineering, final design, right-of-way acquisition, construction, and acquisition of capital equipment.

Planning is not an allowable activity with regards to New Starts Transit Program funding.

Allowable Cost

New Start Transit Program may fund up to 50% of the nonfederal share of eligible capital costs, in accordance with Section 341.051(5)(a). Departmental participation in the final design, right-of-way acquisition, and construction of an individual fixed-guideway project which is not approved for federal funding shall not exceed 12.5 percent of the total cost of each phase.

Cash Management

N/A

EXHIBIT D

Eligibility

FDOT, Public transit providers, which are public agencies providing public transit service, including rail authorities created in Chapter 342, F.S. (Section 341.031(1))

Eligible recipients are public agencies eligible to receive FDOT Block Grants, Public Transit Service Development or Transit Corridor Program funds.

Matching

Up to 50% of the nonfederal share of eligible expenses, not to exceed the local share.

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.