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

Memorandum

MIAMI-DADE COUNTY

Date: May 1, 2012

Agenda Item No. 8(O)(3)

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution Authorizing the Execution of a Joint Participation Agreement with the Florida Department of Transportation to Provide State Funding in the Amount of $6,000,000 for the Purchase of Twelve 60-Foot Buses for the South Miami-Dade Busway Service Expansion Project; and Authorizing the Use of Charter County Transportation Surtax as a Local Match

Resolution No. R-386-12

At the April 9, 2012 Regional Transportation Committee (RTC), this item was amended to reflect that any financing payment used for the purchase of these vehicles be for a period no greater than the useful life of the vehicles obtained.

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) authorize the execution of a Joint Participation Agreement (Agreement) in substantially the form attached hereto, with the Florida Department of Transportation (FDOT) to provide State funding in the amount of $6,000,000 for the purchase of twelve 60-foot, heavy-duty, low-floor, articulated, diesel-electric hybrid buses for the South Miami-Dade Busway Service Expansion Project. This is a multi-year agreement providing State funding for the project in Fiscal Years FY2012 and 2013.

It is further recommended that the Board authorize the receipt and expenditure of funds as specified in the Agreement. Miami-Dade County proposes to provide an equal match of $6,000,000 for this Agreement from Charter County Transportation Surtax Bond (Surtax) proceeds.

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

SCOPE

While the project funded by this Agreement is physically located in Commission Districts 7, 8 and 9, the impact of the project benefits the riding public, and is therefore, countywide.

FISCAL IMPACT/FUNDING SOURCE

The total estimated cost for the purchase of 12 articulated buses for the South Miami-Dade Busway Service Expansion project is $12,000,000. This multi-year agreement provides for County Incentive Grant Program funds and Transportation Regional Incentive Program funds under the State Transit Corridor Program in the amount of $3,500,000 in FY 2012 and $2,500,000 in FY 2013 for a combined total of $6,000,000 in State funding. Bond proceeds from the Surtax will provide the local match for a total amount of $12,000,000.

The current operating and maintenance cost for routes included in the Busway Service Expansion project is $7,300,000. The approximate operating and maintenance net increase for the service

enhancement for these routes is $150,000; bringing the total estimated future operating and maintenance cost to $7,450,000.

Any financing payments used for the purchase of vehicles shall not exceed the useful life of the vehicles purchased.

TRACK RECORD/MONITOR
MDT has entered into numerous funding agreements with FDOT over the course of more than 25 years. The Project Manager for this Agreement is Robert Villar, Chief, Budget and Performance Reporting.

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

BACKGROUND
Chapter 341 of the Florida Statutes provides State Transit Corridor funding to Community Transportation Coordinators or transit agencies to relieve traffic congestion, improve road capacity within identified transportation corridors and, to support new services within specific corridors when the services are designed and expected to help reduce or alleviate congestion or other mobility issues within the corridor.

The South Miami-Dade Busway, which began operating in February 1997 is a 19.8-mile stretch of dedicated bus lanes running parallel to U.S. 1 from Dadeland South Metrorail Station to SW 344 Street in Florida City and qualifies as a transit corridor. Since the Busway opened in 1997, MDT has provided exclusive bus-only express service to thousands of passengers, allowing commuters to avoid gridlock on chronically congested U.S. 1. The routes that support operation of the Busway include Route 1, Route 31 (Busway Local), Route 252 (Coral Reef MAX), Route 287 (Saga Bay MAX) and Route 38 (Busway MAX). Most of the routes are considered limited-stop service or have portions which offer limited stop service. The combined average weekday boardings is approximately 20,000.

Currently, MDT operates 40-foot standard buses on the Busway. Over the next two years, MDT will begin replacement of the 40-foot buses with 60-foot, heavy-duty, low-floor, articulated, diesel-electric hybrid buses to be utilized on the Busway MAX. The main benefit of using 60-foot articulated buses is greater passenger capacity. In addition, MDT plans to improve the peak headway of the Busway MAX, which has the highest ridership servicing the South Miami-Dade Busway with an approximate average of 7,800 weekday boardings. The peak headway will be improved from 12 minutes to 10 minutes and the seating capacity will increase by 170 seats per hour in the peak. Additional benefits of expanding this service include: reduced energy usage, supporting sustainability, improved system punctuality, reliability and improved ride quality for passengers.

Finally, this Agreement will provide $6,000,000 in County Incentive Grant Program and Transportation Regional Incentive Program funding under the State Transit Corridor Program. The $6,000,000 equal match along with this State funding will provide the $12,000,000 required to fund this project. Delivery of the 12 buses for this service expansion project is anticipated in December 2013.

Deputy Mayor/County Manager
Alina T. Hudak

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: May 1, 2012

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

SUBJECT: Agenda Item No. 8(O)(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**

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

_____ **No committee review**

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

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(O)(3)
5-1-12

RESOLUTION NO. R-386-12

RESOLUTION AUTHORIZING EXECUTION OF A JOINT PARTICIPATION AGREEMENT (JPA) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO PROVIDE STATE FUNDING IN THE AMOUNT OF $6,000,000 FOR THE PURCHASE OF NEW BUSES FOR THE SOUTH MIAMI-DADE BUSWAY SERVICE EXPANSION PROJECT; AUTHORIZING THE RECEIPT AND EXPENDITURE OF FUNDS AS SPECIFIED IN THE JPA; AUTHORIZING RECEIPT AND EXPENDITURE OF ANY ADDITIONAL FUNDS SHOULD THEY BECOME AVAILABLE AS SPECIFIED IN THE JPA; AND AUTHORIZING USE OF CHARTER COUNTY TRANSPORTATION SYSTEM SURTAX FUNDS

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

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

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

Section 1. That this Board approves the agreement between Miami-Dade County and the Florida Department of Transportation, in substantially the form attached hereto and made a part hereof, to provide $6,000,000 in State funding to purchase twelve (12) new sixty-foot, heavy duty, low floor, articulated, diesel-electric hybrid buses for the South Miami-Dade Busway Service Expansion project.

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 **Dennis C. Moss**, who moved its adoption. The motion was seconded by Commissioner **Lynda Bell** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of May, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber

PUBLIC TRANSPORTATION JOINT PARTICIPATION AGREEMENT

Financial Project No(s).: (item-segment-phase-sequence) 42267589401	Fund: TRIP, CIGP	FLAIR 088774, 088572
	Function: 631	Object Code: 750013, 75008
	Federal No.: N/A	Org. Code: 55062020629, 55064010609
Contract No.: AQH29	DUNS No.: N/A	Vendor No.: F596000573129
CFDA Number: N/A	CSFA Number: 55.013, 55.008	

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and MIAMI-DADE TRANSIT 701 NW 1st Court, Suite 1300, Miami, FL 33136 hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before June 30, 2013 and this Agreement will expire unless a time extension is provided in accordance with Section 18.00.

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 Chapter 341.051, 339.155(5), 339.2817(9) Florida Statutes, to enter into this Agreement.

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

1.00 Purpose of Agreement: The purpose of this Agreement is Miami-Dade Transit - To provide Department County Incentive Grant Program (CIGP) and Transportation Regional Incentive Program (TRIP) funding under the Transit Corridor Program to Miami-Dade Transit (MDT) for the purchase of twelve (12) 60 foot, heavy duty, low floor, articulated, diesel-electric hybrid buses to operate on the South Miami-Dade Busway routes. This is a Multi-Year agreement providing funds in FY 12 and FY 13. State participation rate is 50%.

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

2.00 Accomplishment of the Project

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

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

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

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

3.00 Project Cost: The total estimated cost of the project is $ $12,000,000.00 . This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of $ $6,000,000.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

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

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

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

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

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

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

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

6.00 Project Budget and Payment Provisions:

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

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

7.00 Accounting Records:

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

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

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

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

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

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

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

7.61 Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, and/or other procedures. The Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

7.62 Audits:

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

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

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

3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from resources obtained from other than Federal entities.

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

Part II State Funded: If the Agency is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

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

2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from nonstate entities.

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

Part III Other Audit Requirements

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

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

Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Section 7.62 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, by or on behalf of the recipient directly to each of the following:

   A. The Department at each of the following addresses:

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

   &

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

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

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

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

2. In the event that a copy of the reporting package for an audit required by Section 7.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

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

   &

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

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

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

   &

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

3. Copies of financial reporting packages required by Section 7.62 Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

   A. The Department at each of the following addresses:

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

   &

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

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

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

4. Copies of reports or the management letter required by Section 7.62 Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

   A. The Department at each of the following addresses:

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

   &

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

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

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

7.63 Record Retention: The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Participant's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

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

//

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

8.00 Requisitions and Payments:

8.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Six Public Transportation Office 1000 NW 111th Avenue, Room 6114, 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 7.10 hereof) to justify and support the payment requisitions.

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

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

8.13 For real property acquired, submit;

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

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

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

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

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

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

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

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

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

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

9.00 Termination or Suspension of Project:

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

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

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

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

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

12.00 Contracts of the Agency:

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

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

12.30 Disadvantaged Business Enterprise (DBE) Policy

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

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

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

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

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

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

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

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

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

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

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

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

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

14.00 Miscellaneous Provisions:

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

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

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

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

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

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

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

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

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

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

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

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

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

17.00 Appropriation of Funds:

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

17.20 Multi-Year Commitment: In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

18.00 Expiration of Agreement: The Agency agrees to complete the project on or before June 30, 2013. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the District Secretary or Designee. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

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

19.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

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

21.00 Restrictions on Lobbying:

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

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

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

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

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

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

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

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

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

25.00 E-Verify

Vendors/Contractors:

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

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

Financial Project No(s). 42267589401

Contract No. AQH29

Agreement Date

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

AGENCY

MIAMI-DADE TRANSIT
AGENCY NAME

SIGNATORY (PRINTED OR TYPED)

SIGNATURE

TITLE

FDOT

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

Approved as to form
and Legal Sufficiency

Assistant County Attorney

Date

Carson, Ed

From: The job FI989WMR
Sent: Monday, October 10, 2011 3:16 PM
To: Carson, Ed
Subject: FUNDS APPROVAL/REVIEWED FOR CONTRACT AQH29

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #AQH29 Contract Type: AH Method of Procurement: G
Vendor Name: MIAMI-DADE TRANSIT
Vendor ID: VF596000573129
Beginning date of this Agmt: 01/31/12
Ending date of this Agmt: 06/30/13
Contract Total/Budgetary Ceiling: ct = $6,000,000.00
****

Description:
MDT: South Miami-Dade Busway. Purchase New Buses for Service Expansion.
****

ORG-CODE	*EO	*OBJECT	*AMOUNT		*FIN PROJECT	*FCT *CFDA
(FISCAL YEAR)		*BUDGET ENTITY			*CATEGORY/CAT YEAR	
AMENDMENT ID		*SEQ.	*USER ASSIGNED ID		*ENC LINE(S)/STATUS	
55 064010609	*OM	*750008 *		3500000.00	*42267589401	*631 *
2012		*55150200			*088572/12	
0001		*00 *			*0001/04	

TOTAL AMOUNT: *$ 3,500,000.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 10/10/2011

Carson, Ed

From: The job FI989WMR
Sent: Monday, October 10, 2011 3:16 PM
To: Carson, Ed
Subject: FUNDS APPROVAL/REVIEWED FOR CONTRACT AQH29

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #AQH29 Contract Type: AH Method of Procurement: G
Vendor Name: MIAMI-DADE TRANSIT
Vendor ID: VF596000573129
Beginning date of this Agmt: 01/31/12
Ending date of this Agmt: 06/30/13
Contract Total/Budgetary Ceiling: ct = $6,000,000.00
****
Description:
MDT: South Miami-Dade Busway. Purchase New Buses for Service Expansion.
****
ORG-CODE *EO *OBJECT *AMOUNT *FIN PROJECT *FCT *CFDA
(FISCAL YEAR) *BUDGET ENTITY *CATEGORY/CAT YEAR
AMENDMENT ID *SEQ. *USER ASSIGNED ID *ENC LINE(65)/STATUS
****
Action: Funds have been: REVIEWED*

55 062020629 *PT *750013 * 2500000.00 *42267589401 *631 *
2013 55100100 088774 13
A001 *00 * * /04
*Funds Approval and encumbrance processing is contingent upon Annual
Legislative appropriation.

TOTAL AMOUNT: *$ 2,500,000.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 10/10/2011

FINANCIAL PROJECT NO. 42267589401
CSFA 55.013, 55.008
CONTRACT NO. AQH29

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 and Transportation Regional Incentive Program funding under the Transit Corridor Program for the purchase of twelve (12) 60 foot, heavy duty, low floor, articulated, diesel-electric hybrid buses to operate on the South Miami-Dade Busway routes. 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. 42267589401
CSFA 55.008, 55.013
CONTRACT NO. AQH29

EXHIBIT "B"
PROJECT BUDGET

This exhibit forms an integral part of that certain Grant 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:

Bus Purchase for South Miami-Dade Busway	$12,000,000
TOTAL PROJECT COST:	**$12,000,000**

II. PARTICIPATION:

Maximum Federal Participation

FTA, FAA	(0%)	$0

Agency Participation

In-Kind		
Cash	(50%)	$6,000,000
Other		

Maximum Department Participation:

Primary			
(DS)(DDR)(TRIP)(PORT)(CIGP)	(50%)	or	$6,000,000
Federal Reimbursable (SU)(CM)(DFTA)	(0%)	or	$0
Local Reimbursable (DL)	(0%)	or	$0
TOTAL PROJECT COST			**$12,000,000**

FINANCIAL PROJECT NO. 42267589401
CSFA NO. 55.008, 55.013
CONTRACT NO. AGH29

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 may 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.

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 purchase of twelve (12) 60 foot, heavy duty, low floor, articulated, diesel-electric hybrid buses to operate on the South Miami-Dade Busway, as shown in MDT's Independent Cost Estimate dated September 30, 2011, and described in Exhibit 1. No other costs incurred by the Agency shall be reimbursed by the Department.

This is a Multi-Year Project and funding is identified in the current State Fiscal Year (SFY) through SFY 2013. Therefore, subsequent funding will be added to the Agreement by the Department at the beginning of each SFY subject to legislative appropriation for that SFY. It will not be necessary for the Agency to request subsequent year funding and supplemental agreements will not be required through SFY 2013, unless there are changes in project scope, eligible costs, or Department funding allocations.

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

1. The County shall list the Florida Department of Transportation as the sole lien holder on vehicle titles. Lien holder address shall be: FDOT, 605 Suwannee Street – MS26, Tallahassee, FL 32399-0450. Reimbursement shall not be made until this provision is satisfied, if required as stated above.

2. The County shall affix Department issued control numbers on each vehicle in a manner prescribed by the Department.
3. Disposal of the vehicles shall be made in accordance with Department Procedure No. 725-030-025.
4. Vehicles purchased as above will be recorded on a State inventory and will be subject to biennial inspection conducted by the Department. County agrees to cooperate with the Department or its agents in conducting these inspections.

This project shall be conducted in accordance with the Department's Guidance for the Transit Corridor Program, County Incentive Grant Program, and Transportation Regional Incentive Program.

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.

MIAMI-DADE TRANSIT
Project: Purchase New Buses for Service Expansion/South Miami-Dade Busway
FM No: 4226758

Project Scope

Miami Dade Transit (MDT) provides bus service throughout Miami-Dade County seven days a week, twenty-four hours per day, 365 days a year. Ninety-three (93) routes comprise MDT's regular bus service structure operated with a total fleet of approximately 822 buses and two (2) contracted routes with seven (7) buses. Metrobus includes local, circulator, limited-stop, express, and Bus Enhanced (Arterial Busway) services.

MDT is proposing to acquire twelve 60-foot articulated Hybrid Diesel-Electric buses. The buses will be utilized on Route 38 (Busway Max) in the South Miami-Dade Busway corridor. The heavily utilized South Miami-Dade Busway is an exclusive, dedicated two-lane corridor built by the Florida Department of Transportation for Metrobus service and emergency vehicles along U.S. 1 from SW 344 Street in South Miami-Dade to the Metrorail Station at Dadeland South.

The initial phase of the Busway, which consists of 8.3 miles, opened on February 2, 1997. The first segment of the extension to Florida City opened on April 24, 2005, and extended the Busway 5 miles from SW 112 Avenue to SW 264 Street in Naranja. The second and final segment of the extension, which opened on December 16, 2007, extended the Busway another 6.5 miles south from SW 264 Street to SW 344 Street in Florida City, Miami-Dade County's southernmost municipality.

Several bus routes currently operate on the Busway. Most of the routes are considered limited-stop service or have portions that offer limited service. MDT provides service to approximately 20,000 weekday riders. The benefits of expanding this service include:

- Curbed energy usage, supporting sustainability
- Improved headway, thus reducing passenger wait times (the headway of the Route 38 (Busway Max) will be improved from 12 minutes to 10 minutes in the morning peak (6:30 a.m. to 8:00 a.m.) and the evening peak from (4:30 p.m. to 6:00 p.m.)
- Improved system punctuality and reliability
- Improved ride quality for passengers
- Increased passenger load capacity and increased ridership
- Reduction in the number of standing passengers during peak operating times

Route Service Area

Dadeland South Metrorail station, the Busway, The Falls, SW 152 Street, and 168 Street Park & Ride lots, Southland Mall, the Busway, SW 244 Street Park & Ride lot, Homestead, Florida City and SW 344 Street.

Total Busway Corridor Ridership

Date	Ridership
3Q 2010	19,574
4Q 2010	20,496
1Q 2011	20,674
2Q 2011	20,417

Route 38 Busway MAX

Date	Ridership
3Q 2010	6,933
4Q 2010	7,366
1Q 2011	7,604
2Q 2011	7,458

MIAMI-DADE TRANSIT
Project: Purchase New Buses for Service Expansion/South Miami-Dade Busway
FM No: 4226758

Busway Capacity and Estimated Ridership

Currently, Miami-Dade County primarily operates 40' standard buses on the South Miami-Dade Busway. According to the Miami-Dade Transit Service Standards adopted on November 4, 2009, the maximum average number of standees is 20% of the seating capacity. The main benefit of a 60' articulated buses is the improved peak headway and much larger passenger capacity. Along with the improvement to the peak headway, the new buses will increase the seating capacity by 170 seats per hour in the peak of the peak. By eliminating the problems associated with full buses, the ridership numbers will increase. Once the economy rebounds or the prices of fuel increases, MDT anticipates an additional ridership of 800 passengers per day.

April 2011
Route 38 Busway MAX
Ridership by Hour

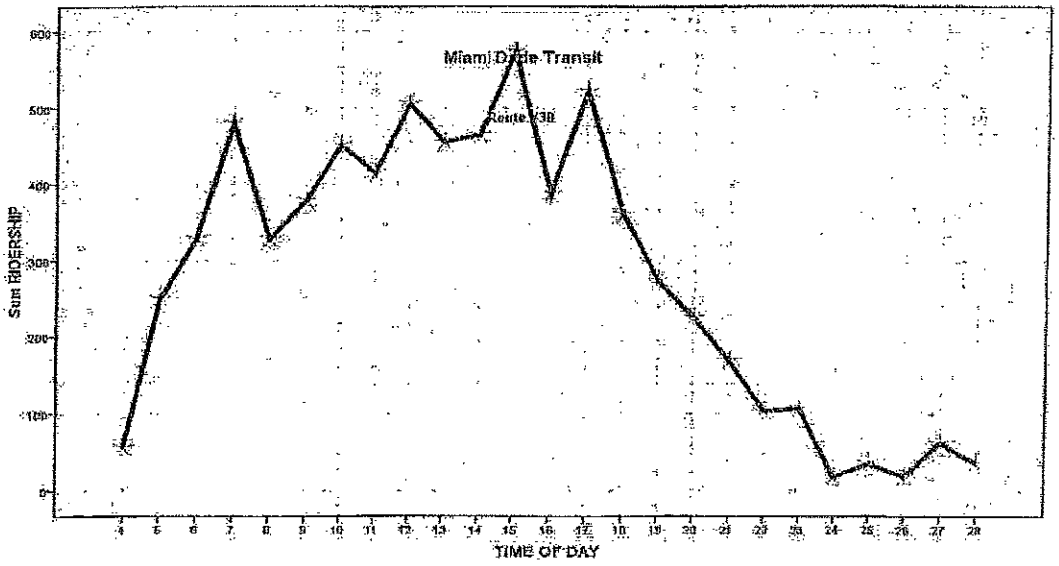

Exhibit 1
Contract No. AQH29

MIAMI-DADE TRANSIT
Project: Purchase New Buses for Service Expansion/South Miami-Dade Busway
FM No: 4226758

Independent Cost Estimate

Project Description
Procurement of twelve 60-Foot Hybrid Diesel/Electric BRT Style Articulated Low Floor Transit Buses

60-Foot Low Floor Hybrid BRT Buses Technical Information

Service Life:	12 years/500,000 miles
Manufacturer:	TBD (Depends on procurement results)
Length:	Approximately 60 feet
Width:	102 inches
Gross Weight:	Approximately 65,000 pounds
Seats:	Approximately 60 seats
Wheelchair positions:	2 Positions
Fuel Type:	Diesel/Electric
Engine:	Cummins ISL or Equivalent
Hybrid System:	Allison EP50, BAE, or Equivalent
Equipped with:	Biodiesel Compatible Fuel System
	Electric Engine Cooling Fan System
	Automatic Fire Suppression System
	Air Disc Brake System
	All Electric HVAC System
	Electrical Multiplex System
	LED Interior Lighting
	Wheelchair Ramp
	Kneeling Feature
	Bike Racks
	P/A System
	Automatic Stop Announcement
	CCTV Surveillance System
	Automatic Passenger Counter
	Wireless Router for TSP and Wi-Fi

Procurement Cost Estimate

Item	Description	Unit Cost	Extended Cost
Bus Acquisition FY20012	Seven 60-Foot Hybrid Buses including Delivery, Access Fee, Inspection, And Maximum PPI Adjustment of 5%	$950,000.00	$6,650,000.00
Ancillary Items	Diagnostic Tools, Manuals, and Training	$80,000.00	$80,000.00
	*Spare Parts (Major Body, Power Plant, and Operating Systems Components)	$270,000.00	$270,000.00
Estimated FY2012 Total			$7,000,000.00

MIAMI-DADE TRANSIT
Project: Purchase New Buses for Service Expansion/South Miami-Dade Busway
FM No: 4226758

Bus Acquisition FY2013	Five (5) 60-Foot Hybrid Buses including Delivery, Access Fee, Inspection, And Maximum PPI Adjustment of 5%	$950,000.00	$4,750,000.00
Ancillary Items	Diagnostic Tools, Manuals, and Training	$60,000.00	$60,000.00
	*Spare Parts (Major Body, Power Plant, and Operating Systems Components)	$190,000.00	$190,000.00
Estimated FY2013 Total			$5,000,000.00
Estimated Project Cost			$12,000,000.00

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

Procurement Estimated Milestones

Milestone Activity for 60' Articulated Buses FY2012	Scheduled Start Date
Begin development of Procurement Specifications with LYNX for a Pooled Bus Procurement Note: The Central Florida Regional Transportation Authority dba LYNX will be the Executive Agent on behalf of the members of the Florida Public Transportation Association (FPTA) for the Pooled Bus Procurement Consortium.	Nov-2011
CITT/BCC approval of Resolution for JPA w/ FDOT	Feb-2012
Issue RFP (advertise)	Mar-2012
Award Pooled Contract by the Consortium	Sep-2012
DPM approval of Letter of Agreement (LOA) with the awarded Vendor	Oct-2012
CITT/BCC approvals of the LOA for the Procurement of Buses	Nov-2012
Issue P.O. and Notice to Proceed to Vendor	Dec-2012
Begin Delivery of Buses	Dec-2013

Milestone Activity for 60' Articulated Buses FY2013	Scheduled Start Date
Issue P.O. and Notice to Proceed to Vendor	Dec-2012
Begin Delivery of Buses	Dec-2013

Contract No. AQH29

Miami-Dade Transit
Busway MAX
Route 38

MIAMI-DADE COUNTY TRANSIT

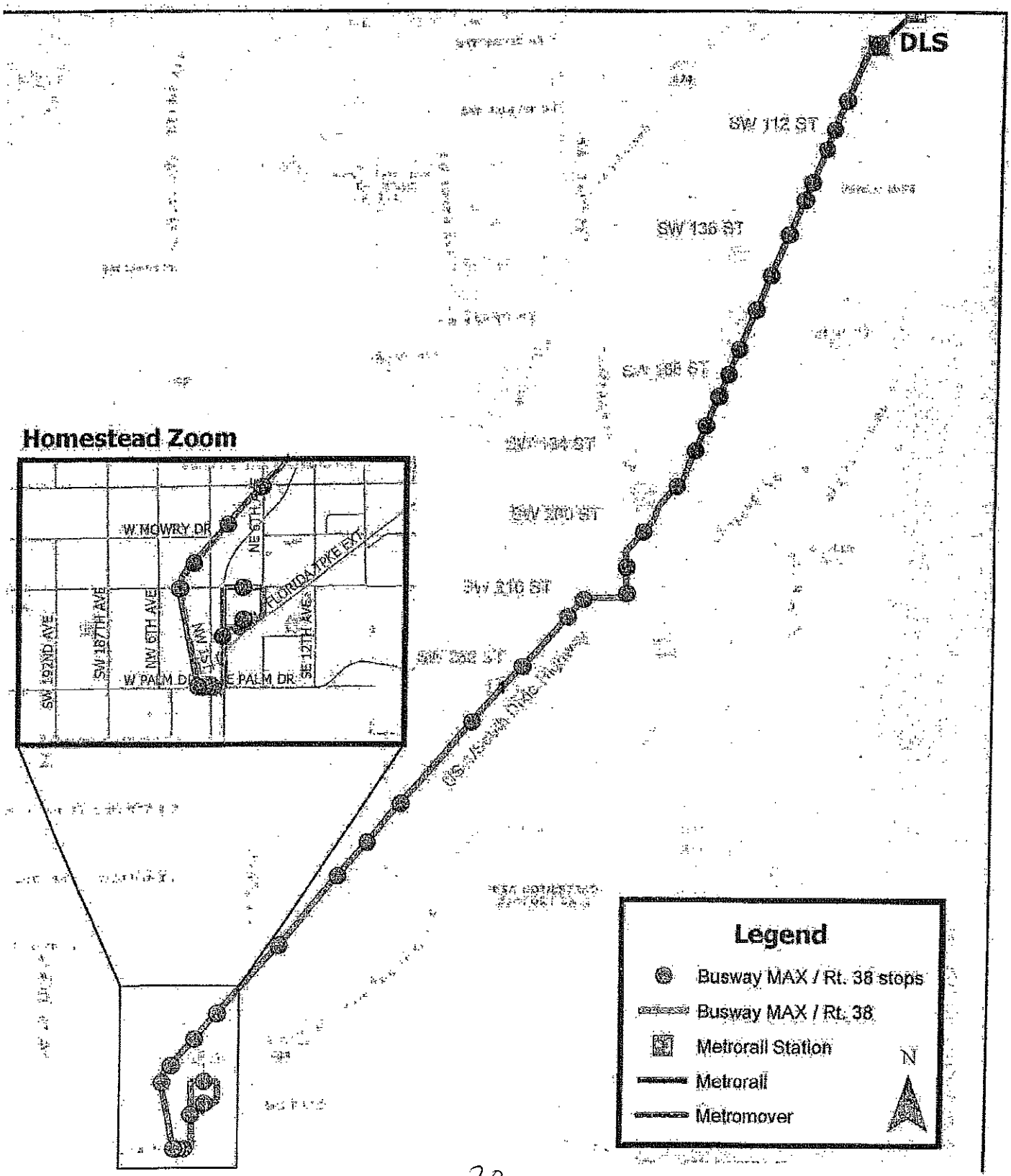

EXHIBIT D

Financial Project No. 42267589401
Contract No. AQH29

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	$3,500,000

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.

EXHIBIT D

Financial Project No. 42267589401
Contract No. AQH29

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	55.013 Transit Corridor Program	$2,500,000

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.

Activities Allowed

Services necessary to plan and execute a transit corridor project include, but are not limited to:
1) development of Transit Corridor Plans;
2) design and construction or installation oversight of project facilities and improvements;
3) providing guidance and administrative support to the Technical Advisory Group during planning and implementation of the project; and,
4) development of marketing and public relations activities.

Capital acquisition and investments based on study findings and as agreed to by the project Technical Advisory Group, including but not limited to:
1) rolling stock such as buses, vans, light rail vehicles and other high occupancy vehicles;
2) purchase of land for installation of project facilities and right of way for transportation corridor improvements;
3) construction and installation of facilities, such as Park and Ride lots, shelters and stations; and,
4) transportation corridor improvements such as turn lanes, traffic controls, and exclusive lanes or facilities for high occupancy vehicles.

Operational costs including but not limited to:
1) pre-service preparation;

2) services operating deficits;
3) marketing and public relations;
4) project administration;
5) security and traffic control;
6) equipment and project leases, including appraisals;
7) commuter transportation services;
8) carpool and vanpool activities; and
9) other Transportation Demand Management strategies targeting employers along the corridor or legitimate costs deemed appropriate by the district office. (Department Procedure Topic Number 725-030-003(1))

Cash Management

N/A

Eligibility

N/A

Matching

The District may program up to 100 percent of the cost for transit corridor projects. (Section 341.05(5)(e), Florida Statutes)

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

Memorandum

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Charles Scurr, Executive Director

Date: April 20, 2012

Re: **CITT AGENDA ITEM 7A:**
RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST (CITT) RECOMMENDING THAT THE BOARD OF COUNTY COMMISSIONERS (BCC), AUTHORIZE EXECUTION OF A JOINT PARTICIPATION AGREEMENT (JPA) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO PROVIDE STATE FUNDING IN THE AMOUNT OF **$6,000,000.00** FOR THE PURCHASE OF NEW BUSES FOR THE SOUTH MIAMI-DADE BUSWAY SERVICE EXPANSION PROJECT; AUTHORIZING THE RECEIPT AND EXPENDITURE OF FUNDS AS SPECIFIED IN THE JPA; AUTHORIZING RECEIPT AND EXPENDITURE OF ANY ADDITIONAL FUNDS SHOULD THEY BECOME AVAILABLE AS SPECIFIED IN THE JPA; AND AUTHORIZING USE OF CHARTER COUNTY TRANSPORTATION SYSTEM SURTAX FUNDS **(MDT – BCC Legislative File No. 120609)**

On April 18, 2012, the CITT voted (9-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 12-045. The vote was as follows:

Hon. Linda Zilber, Chairperson – Aye
Paul J. Schwiep, Esq., 1st Vice Chairperson – Absent
Hon. Anna E. Ward, Ph.D., 2nd Vice Chairperson – Aye

Christopher Benjamin, Esq. – Absent
David Concepcion – Absent
Glenn J. Downing, CFP® – Aye
Alfred J. Holzman – Absent
Miles E. Moss, P.E. – Aye
Marilyn Smith – Absent

Harold Braynon, Jr. – Aye
Joseph Curbelo – Aye
Peter L. Forrest – Aye
Prakash Kumar – Aye
Hon. James A. Reeder – Aye

cc: Alina Hudak, Deputy Mayor/County Manager
Bruce Libhaber, Assistant County Attorney
Alexander Bokor, Assistant County Attorney

37