

Date: November 5, 2014

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

From: Carlos A. Gimenez  
Mayor



Agenda Item No. 3(B)(1)

Subject: Resolution Authorizing the Execution of a Joint Participation Agreement with the Florida Department of Transportation to Provide State Intermodal Development Program Funding in the Amount of \$112,500.00 for the Installation of Two Additional Canopies at the Miami Intermodal Center Central Station-West Concourse

Resolution No. R-957-14

**RECOMMENDATION**

It is recommended that the Board of County Commissioners (Board) authorize the execution of a Joint Participation Agreement (Agreement) with the Florida Department of Transportation (FDOT) to provide State Intermodal Development Program funding in the amount of \$112,500.00 for the installation of two (2) additional canopies at the Miami Intermodal Center (MIC) Central Station-West Concourse project.

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

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

**SCOPE**

While this project is physically located in County Commission District 6 (Sosa), the impact of the project benefits the riding public and is therefore, countywide.

**FISCAL IMPACT/FUNDING SOURCE**

The total estimated project cost for the purchase and installation of the additional canopies at the MIC Central Station-West Concourse is \$225,000.00. This Agreement will provide State funding in the amount of \$112,500.00. Bond proceeds from the Surtax will provide the \$112,500.00 required local match for a total project cost of \$225,000.00.

The current annual operations and maintenance (O&M) cost for the Miami International Airport Station is approximately \$625,000.00. Upon completion of this project, the O&M cost is anticipated to increase by \$6,250.00 to \$631,250.00 and will be funded through the Miami-Dade Transit (MDT) operating budget.

**TRACK RECORD/MONITOR**

MDT has entered into numerous funding agreements with FDOT over the course of more than twenty-six years. The Project Manager for this Agreement is Ed Carson, Grants Manager, MDT Financial Services.

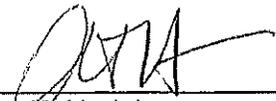
**BACKGROUND**

The State Intermodal Development Program is authorized in Florida Statutes, Section 341.053. The program supports projects which provide improved access to intermodal or multimodal transportation facilities and terminals. Projects funded under this program include rail access to airports and seaports as well as interchanges and highways which provide access to airports, seaports and other multimodal facilities.

On June 3, 2008, the Board of County Commissioners approved Resolution R-644-08 authorizing an Agreement with the FDOT in the amount of \$22,858,368.00 for the construction components of the MIC, which included a Metrobus Plaza Roadway, MIC Central Station-West Concourse, MIC Central Station-Vestibule connecting MDT's Metrorail Station, and the Metrobus Plaza.

This new Agreement will provide \$112,500.00 in State funding for the furnishing and installation of two (2) additional canopies at the MIC Central Station-West Concourse. The total estimated project cost is \$225,000.00. These canopies will be installed to protect passengers from the elements in the transition areas located between the elevators and the Metrorail Station main canopy and between the escalator and the Metrobus canopy located on the ground level of the Metrobus Plaza.

The anticipated completion date of this project is September 30, 2016.

  
\_\_\_\_\_  
Alina T. Hudak  
Deputy Mayor



**MEMORANDUM**  
(Revised)

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

**DATE:** November 5, 2014

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

**SUBJECT:** Agenda Item No. 3(B)(1)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 3(B)(1)  
11-5-14

RESOLUTION NO. R-957-14

RESOLUTION APPROVING TERMS AND AUTHORIZING EXECUTION BY MAYOR, MAYOR'S DESIGNEE OR MIAMI-DADE TRANSIT DIRECTOR OF JOINT PARTICIPATION AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO PROVIDE STATE INTERMODAL DEVELOPMENT PROGRAM FUNDING IN THE AMOUNT OF \$112,500.00 FOR FURNISHING AND INSTALLATION OF CANOPY STRUCTURES AT MIAMI INTERMODAL CENTER CENTRAL STATION WEST CONCOURSE; AUTHORIZING RECEIPT AND EXPENDITURE OF FUNDS SPECIFIED IN THE AGREEMENT AND ANY SUCH ADDITIONAL FUNDS SHOULD THEY BECOME AVAILABLE; AND AUTHORIZING USE OF CHARTER COUNTY TRANSPORTATION SYSTEM SURTAX FUNDS TOWARDS THE \$122,500.00 REQUIRED MATCHING 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.** This Board approves the Joint Participation Agreement between Miami-Dade County and the State of Florida Department of Transportation, in substantially the form attached hereto and made a part hereof, to provide \$112,500.00 in State Intermodal Development Program funding to furnish and install two (2) canopy structures at the Miami Intermodal Center Central Station-West Concourse.

**Section 2.** This Board authorizes the Mayor, the Mayor's designee, or the Miami-Dade Transit Director to execute the Joint Participation Agreement, to receive and expend funds in accordance with such Joint Participation Agreement, to receive and expend any State Intermodal Development Funds should they become available so long as no additional County matching funds are required.

**Section 3.** That the County staff is authorized to furnish such additional information as FDOT may require in connection with the application for the improvement.

**Section 4.** This Board authorizes the use of Charter County Transportation System Surtax funds towards the \$122,500.00 required matching funds.

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

|                      |                         |                      |            |
|----------------------|-------------------------|----------------------|------------|
|                      | Rebeca Sosa, Chairwoman | <b>aye</b>           |            |
|                      | Lynda Bell, Vice Chair  | <b>aye</b>           |            |
| Bruno A. Barreiro    | <b>aye</b>              | Esteban L. Bovó, Jr. | <b>aye</b> |
| Jose "Pepe" Diaz     | <b>aye</b>              | Audrey M. Edmonson   | <b>aye</b> |
| Sally A. Heyman      | <b>aye</b>              | Barbara J. Jordan    | <b>aye</b> |
| Jean Monestime       | <b>aye</b>              | Dennis C. Moss       | <b>aye</b> |
| Sen. Javier D. Souto | <b>aye</b>              | Xavier L. Suarez     | <b>aye</b> |
| Juan C. Zapata       | <b>aye</b>              |                      |            |

The Chairperson thereupon declared the resolution duly passed and adopted this 5<sup>th</sup> day of November, 2014. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK



By: **Christopher Agrippa**  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

A handwritten signature in black ink, appearing to read "B. Libhaber", is written over the approval text.

Bruce Libhaber

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**JOINT PARTICIPATION AGREEMENT  
BETWEEN  
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
AND  
MIAMI-DADE COUNTY**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the State of Florida Department of Transportation, a component agency of the State of Florida, hereinafter referred to as the 'DEPARTMENT', and Miami-Dade County, a political subdivision of the State of Florida, existing under the Laws of the State of Florida, hereinafter referred to as the 'COUNTY'.

**RECITALS:**

**WHEREAS**, the DEPARTMENT has designed and is currently constructing the Miami Intermodal Center (MIC), hereinafter referred to as the 'MIC Project'; and

**WHEREAS**, the DEPARTMENT has drafted design plans for the construction of two (2) additional canopies at the MIC Project, hereinafter referred to as the 'PROJECT', the individual elements of which are outlined in the attached Exhibit "A", 'Scope of Services', which is herein incorporated by reference; and

**WHEREAS**, the DEPARTMENT has programmed funding for the PROJECT under Financial Project Number 406800-2-58-04, and has agreed to reimburse the COUNTY for eligible PROJECT costs up to a maximum limiting amount, as outlined in the attached Exhibit "B", 'Financial Summary', which is herein incorporated by reference; and

**WHEREAS**, the COUNTY has agreed to supervise and inspect all aspects of PROJECT construction and administration; and

**WHEREAS**, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

**WHEREAS**, the parties are authorized to enter into this Agreement pursuant to **Section 339.08(e) and 339.12, Florida Statutes (F.S.);**

**NOW, THEREFORE**, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## 1. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and are incorporated into the body of this Agreement, as if fully set forth herein.

## 2. GENERAL REQUIREMENTS

- a. The COUNTY shall be responsible for assuring that the PROJECT complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.
- b. The COUNTY shall submit this Agreement to its COUNTY Commission for ratification or approval by resolution. A copy of said resolution is attached hereto as Exhibit "C", 'County Resolution', and is herein incorporated by reference.
- c. The COUNTY shall advertise for bid, let the consultant and construction contracts, administer, supervise and inspect all aspects of PROJECT construction until completion, and, as further defined in Exhibit "A", 'Scope of Services'. The COUNTY shall complete the PROJECT on or before September 30, 2016. All aspects of PROJECT construction and administration are subject to DEPARTMENT standards and specifications and must be in compliance with all governing laws and ordinances.
- d. The COUNTY shall not execute any contract or obligate itself in any manner requiring the disbursement of DEPARTMENT funds, including consulting or construction contracts or amendments thereto, with any third party with respect to the PROJECT without the prior written approval of the DEPARTMENT. The DEPARTMENT specifically reserves the right to review qualifications of any consultant or contractor and to approve or disapprove COUNTY employment of same.
- e. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the COUNTY under any circumstances without prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.
- f. The DEPARTMENT shall reimburse the COUNTY for eligible PROJECT costs as defined in Exhibit "B", 'Financial Summary', and in accordance with the financial provisions in Section 3 of this Agreement.
- g. The COUNTY shall comply with all federal, state, and local laws and ordinances applicable with work or payment of work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.

## 3. FINANCIAL PROVISIONS

- a. Eligible PROJECT costs may not exceed TWO HUNDRED TWENTY FIVE THOUSANDS DOLLARS (\$225,000.00), as outlined in Exhibit "B", 'Financial Summary'. The COUNTY shall fund ONE HUNDRED TWELVE THOUSANDS FIVE HUNDRED DOLLARS (\$112,500.00) as 50 percent matching funds to fund the remainder of eligible PROJECT costs. If additional funding is required, contingent upon DEPARTMENT approval, a supplemental agreement between the DEPARTMENT and the COUNTY authorizing the additional funding shall be executed prior to such costs being incurred.
- b. The DEPARTMENT agrees to pay the COUNTY for the herein described services at a compensation as detailed in this Agreement.
- c. The COUNTY shall furnish the services with which to construct the PROJECT. Said PROJECT consists of services as detailed in Exhibit "A" of this Agreement.
- d. 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), F.S.**, or by the Department of Financial Services under **Section 215.422(14), F.S.**
- e. The COUNTY shall provide the following quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. Said deliverables consists of (list deliverables):
  - i. Acceptance of Canopy Shop Drawings Submittal
  - ii. Confirmation of Material Delivery
  - iii. Inspection of the Work and Issuance of Substantial Completion by the DEPARTMENT.
  - iv. Final Acceptance and Receipt of Contract Close-Out Documents.
  - v. Furnish and install all materials for the PROJECT per specifications shown in the approved plans.
- f. Invoices shall be submitted by the COUNTY in detail sufficient for a proper pre-audit and post audit thereof, based on quantifiable, measureable and verifiable units of deliverables as established in Section e above and Exhibit "A". Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager prior to payments.
- g. Supporting documentation must establish that the deliverables were received and accepted in writing by the COUNTY and that the required minimum level

of service to be performed based on the criteria for evaluating successful completion as specified the above Section e has been met.

- h. Travel costs will not be reimbursed.
- i. If payment is not available within forty (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 COUNTY. Interest penalties of less than one (1) dollar will not be enforced unless the COUNTY requests payment. Invoices that have to be returned to the COUNTY because of COUNTY 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.
- j. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the COUNTY who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at 850-413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.
- k. 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 (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the COUNTY'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.
- l. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of **Section 339.135(6)(a), F.S.**, are hereby incorporated:

"The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that such 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 TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than 1 year.”

- m. The DEPARTMENT’s obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
- n. E-Verify:

The COUNTY/Contractors or Vendors:

- i. 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
- ii. 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.

The COUNTY shall insert the above clause into any contract entered into by the COUNTY with vendors or contractors hired by the COUNTY for purposes of performing its duties under this Agreement.

#### 4. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

#### 5. AMENDMENT

This Agreement may be amended by mutual agreement of the DEPARTMENT and the COUNTY expressed in writing, executed and delivered by each party.

#### 6. INVALIDITY

If any part of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, if such remainder continues to conform to the terms and requirements of applicable law.

#### 7. COMMUNICATIONS

- a. All notices, requests, demands, consents, approvals and other communications which are required to be served or given hereunder, shall be in writing and hand-delivered or sent by either registered or certified U.S.

mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

**To DEPARTMENT:** Florida Department of Transportation  
1000 Northwest 111 Avenue, Room 6202B  
Miami, Florida 33172-5800  
Attn: Pablo Valin, Contract Manager  
Ph: (305) 470-5285

**To COUNTY:** Miami-Dade Transit  
701 N.W. 1<sup>st</sup> Court – 13<sup>th</sup> Floor  
Miami, Florida 33136  
Attn: Robert Villar, Chief,  
Budget and Performance Reporting  
Ph: (786) 469-5168; Fax: (786) 469-5576

- b. Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided.

#### 8. EXPIRATION OF AGREEMENT

The COUNTY agrees to complete the PROJECT on or before September 30, 2016. If the COUNTY does not complete the PROJECT within this time period, this Agreement will expire unless an extension of the time period is requested by the COUNTY and granted in writing by the DEPARTMENT's District Six Secretary or Designee. Expiration of this Agreement will be considered termination of the PROJECT.

#### 9. INVOICING

The COUNTY will invoice the DEPARTMENT on a monthly basis for completed work. The COUNTY must submit the final invoice on this PROJECT to the DEPARTMENT within 120 days after the expiration of this Agreement. Invoices submitted after January 28, 2017, will not be paid.

#### 10. AUDITS

State of Florida Single Audit Act requirements as outlined in the attached Exhibit "D", 'Audit Reports', are incorporated herein by reference.

#### 11. ENTIRE AGREEMENT

This Joint Participation Agreement is the entire Agreement between the parties hereto, and it may be modified or amended only by mutual consent of the parties in writing.

-- REMAINDER OF PAGE INTENTIONALLY LEFT BLANK --

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the day and year above written.

MIAMI-DADE COUNTY:

STATE OF FLORIDA, DEPARTMENT  
OF TRANSPORTATION:

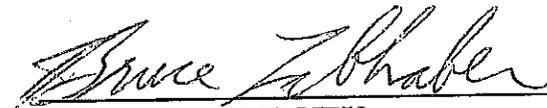
BY: \_\_\_\_\_  
COUNTY MAYOR OR  
DESIGNEE OR MIAMI-DADE  
TRANSIT (MDT) DIRECTOR

BY: \_\_\_\_\_  
DISTRICT SECRETARY

ATTEST: \_\_\_\_\_  
(SEAL) COUNTY CLERK

ATTEST: \_\_\_\_\_  
(SEAL) EXECUTIVE SECRETARY

LEGAL REVIEW:

  
\_\_\_\_\_  
COUNTY ATTORNEY

\_\_\_\_\_  
DISTRICT CHIEF COUNSEL

## EXHIBIT "A"

### SCOPE OF SERVICES

Furnish and install two (2) canopy structures attached to the existing concrete structure of the MIC-Central Station's West Concourse elevator core and escalator entrance. The final design of the canopy structures is to be based on the Central Station-Rail Node (West Concourse) Elevator and Escalator Canopies Construction Documents Bid Set, dated October 18, 2013 prepared by AECOM. The structural design for the all steel and glass canopy structures is the responsibility of a specialty steel contractor and consists of furnishing everything necessary for and incidental to the execution and completion of the canopy structures, canopy supports and laminated glass system. The specialty steel contractor shall provide in-house services which include full design, engineering and installation services for the structural system as a single entity. The COUNTY agrees to construct the PROJECT in accordance with the plans and specifications as approved by the DEPARTMENT and incorporated herein by reference.

**PROJECT Limits:** MIC Central Station West Concourse Elevators – Transition area between elevators and Metrorail Station Main Canopy

MIC Central Station West Concourse Escalators – Transition area between escalators and Metrobus Bus Canopy

**FDOT Financial Project Number:** 406800-2-58-04

**County:** Miami-Dade

**FDOT Project Manager:** Carl Filer, P.E.

**COUNTY Project Manager:** Jim Sumoski, P.E.

## EXHIBIT "B"

### FINANCIAL SUMMARY

Estimated PROJECT costs and deliverables for reimbursement are below-listed, for 406800-2-58-04:

| Fiscal Year:                        | Item  | Amount              | Fund Type           |
|-------------------------------------|---|---------------------|---------------------|
| 2015/2016                           | Mobilization  | \$ 10,500.00        | DDR Funds           |
| 2015/2016                           | Furnish and install (2) canopies<br>At the West Concourse | \$ 82,500.00        | DDR Funds           |
| 2015/2016                           | Allowance   |                     |                     |
|                                     | -X-Ray existing structure                                 | \$ 3,000.00         | DDR Funds           |
|                                     | -Restore any damage to existing<br>structure              | \$ 3,000.00         | DDR Funds           |
|                                     | -Install Overhead Barrier<br>Protection                   | \$ 6,000.00         | DDR Funds           |
| 2015/2016                           | Spotter/Safety Escort                                     | \$ 7,500.00         | DDR Funds           |
| 2015/2016                           | 50% Matching Funds  | \$112,500.00        | Local Funds         |
| <b>Total PROJECT Cost Estimate:</b> |   | <b>\$225,000.00</b> |                     |
| <b>DEPARTMENT's Responsibility:</b> |   |                     | <b>\$112,500.00</b> |

**EXHIBIT "C"**

**COUNTY RESOLUTION**

To be herein incorporated once approved by the Miami-Dade COUNTY Commission.

## EXHIBIT "D"

### AUDIT REPORTS

The administration of resources awarded by the Department to COUNTY be subject to audits and/or monitoring by the Department, as described in this section. For further guidance, see the Executive Office of the Governor website, which can be found at: [www.fssa.state.fl.us](http://www.fssa.state.fl.us) .

#### MONITORING

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 COUNTY regarding such audit. COUNTY further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

#### AUDITS

##### PART I: FEDERALLY FUNDED

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:

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 1 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, as revised.
3. If the recipient expends less than \$500,000 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).
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

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

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 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 Executive Office of the Governor and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 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)(d), Florida Statutes, and Chapters 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 \$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).
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.

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### **PART III: OTHER AUDIT REQUIREMENTS**

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.

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.

### **PART IV: REPORT SUBMISSION**

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

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

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 10<sup>th</sup> Street  
Jeffersonville, IN 47132

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

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

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

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

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

3. Copies of financial reporting packages required by 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:

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

- 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 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:

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

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, Florida Statutes, and Chapters 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 recipient in correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

1. 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.

## EXHIBIT - 1

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:

### STATE RESOURCES

| <u>State Agency</u>                  | <u>Catalog of State Financial Assistance (Number &amp; Title)</u> | <u>Amount</u> |
|--------------------------------------|---|---------------|
| Florida Department of Transportation | 55.014 – Intermodal Development Program                           | \$112,500.00  |

### Compliance Requirements

1. 55.014 Intermodal Development Program
2. Agreement Specifications

**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 Exhibit 1 be provided to the recipient.



Memorandum



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

**From:** Charles Scurr, Executive Director *Charles Scurr*

**Date:** October 23, 2014

**Re: CITT AGENDA ITEM 5D:**  
RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST (CITT) RECOMMENDING THE BOARD OF COUNTY COMMISSIONERS (BCC), AUTHORIZE EXECUTION OF A JOINT PARTICIPATION AGREEMENT (JPA) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO PROVIDE STATE INTERMODAL DEVELOPMENT PROGRAM FUNDING IN THE AMOUNT OF \$112,500.00 FOR THE INSTALLATION OF TWO (2) ADDITIONAL CANOPIES AT THE MIAMI INTERMODAL CENTER CENTRAL STATION WEST CONCOURSE; 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. 142265)

On October 23, 2014, 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. 14-075. The vote was as follows:

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

Joseph Curbelo – Aye  
Alfred J. Holzman – Aye  
Jonathan Martinez – Absent  
Miles E. Moss, P.E. – Aye  
Marilyn Smith – Aye

Peter L. Forrest – Aye  
Prakash Kumar – Aye  
Alicia Menardy, Esq. – Aye  
Hon. James A. Reeder – Aye  
Hon. Linda Zilber – Absent

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