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

Memorandum

MIAMI-DADE COUNTY

Date: December 1, 2015

Agenda Item No. 3(B)(4)

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution Authorizing the Execution of an Agreement for Land Acquisition in the amount of $2,993,150.00 with the Florida Department of Transportation from the FY 2016 Economic Development Transportation Fund

Resolution No. R-1058-15

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution approving a grant agreement between the Florida Department of Transportation (FDOT) and Miami-Dade County for land acquisition for the Ludlam Trail in the amount of $2,993,150.00 to be funded from the FY 2016 Economic Development Transportation Fund.

Scope

The project scope is located in County Commission District 6, which is represented by Commissioner Rebeca Sosa, and County Commission District 7, which is represented by Commissioner Xavier L. Suarez.

Fiscal Impact/Funding Source

There is no additional fiscal impact to the County with the approval of this item. There is no County match required for the grant. Funds for this land acquisition are from FDOT FY 2016 Economic Development Transportation Fund.

Track Record/Monitor

The proposed grant (Attachment A) will be administered by the Parks, Recreation and Open Spaces (PROS) Department's Grants Manager, Gina Drakes.

Background

The Ludlam Trail corridor is an approximately six-mile long linear greenway through the heart of Miami-Dade County. The greenway is located within the Florida East Coast Railway right-of-way, running parallel to and west of Ludlam Road (67 Avenue), north to south from north of NW 7 Street to US-1 and SW 70 Avenue adjacent to Dadeland Mall. The entire Ludlam Trail corridor boundary is approximately 83 acres.

FDOT funds shall be used by the County to acquire land(s) for the development of the Ludlam Trail greenways. PROS will, through its own workforce or through a conservancy created for such purpose, manage the acquired portions of the trail corridor and any publicly dedicated areas. Once appraisals are completed, land parcels will be identified for potential purchase. Once identified, any recommendation for acquisition by the County will appear before the Board for approval.

Michael Spring, Senior Advisor
Office of the Mayor

Attachments

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: December 1, 2015

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 3(B)(4)

Please note any items checked.

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

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

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

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

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Statement of social equity required**

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

√ **No committee review**

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

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 3(B)(4)
12-1-15

RESOLUTION NO. R-1058-15

RESOLUTION APPROVING A GRANT AGREEMENT BETWEEN MIAMI-DADE COUNTY AND FLORIDA DEPARTMENT OF TRANSPORTATION FOR LAND ACQUISITION FOR THE LUDLAM TRAIL FROM THE FY2016 ECONOMIC DEVELOPMENT TRANSPORTATION FUND IN THE AMOUNT OF $2,993,150.00 IN GRANT FUNDS TO THE COUNTY AND FURTHER AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO RECEIVE AND EXPEND FUNDS, AND EXECUTE AGREEMENTS AND CERTAIN OTHER DOCUMENTS AS REQUIRED BY FLORIDA DEPARTMENT OF TRANSPORTATION UPON REVIEW AND FINAL APPROVAL OF THE COUNTY ATTORNEY'S OFFICE FOR LEGAL SUFFICIENCY

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves a grant agreement between the Florida Department of Transportation (FDOT) and Miami-Dade County for Land Acquisition, for the Ludlam Trail in substantially the form attached hereto as Attachment A and made a part hereof, of the FY2016 Economic Development Transportation Fund in the amount of $2,993,150.00, authorizes the County Mayor or the County Mayor's designee to execute same for and on behalf of Miami-Dade County, and authorizes the County Mayor or the County Mayor's designee to receive and expend funds and to execute contracts, agreements, amendments, and other documents as required by FDOT upon review and final approval by the County Attorney's Office as to legal sufficiency.

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

Jean Monestime, Chairman **aye**
Esteban L. Bovo, Jr., Vice Chairman **absent**

Bruno A. Barreiro	**aye**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Dennis C. Moss	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**aye**
Juan C. Zapata	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of December, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Monica Rizo

ATTACHMENT A

Financial Management No. 416660-2-48-01 Contract No. _____ CSFA No. 55.032

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT FUND AGREEMENT (OFF-SYSTEM SPECIFIC APPROPRIATIONS)

This Economic Development Transportation Project Fund Agreement (Off-System Specific Appropriation) ("Agreement") is entered into this _____ day of _____, between the State of Florida, Department of Transportation ("FDOT") and Miami-Dade County ("County"). FDOT and the County are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

A. The Fiscal Year 2014-15 General Appropriations Act, Chapter 2014-51, Laws of Florida, provided the County with an appropriation of $3,400,000.00 from the amount in Specific Appropriation 1924, Economic Development Transportation Projects for Ludlam Trail Corridor – Miami-Dade County.

B. At the County's request, the Ludlam Trail Corridor – Miami-Dade County project was programmed in FDOT's Five-Year Transportation Work Program for Fiscal Year 2015-16.

C. The County's Fiscal Year 2014-15 appropriation reverted on June 30, 2015 and FDOT provided the County with the unrestricted Economic Development Transportation Projects appropriation provided by the Fiscal Year 2015-16 General Appropriations Act, Chapter 2015-232, Laws of Florida.

D. This Agreement provides conditions necessary for the release of the funds provided to the County. The transportation project which is further described in Exhibit "A", attached and incorporated in this Agreement ("Project"), is for the acquisition of land for the Ludlam Trail Corridor greenway.

E. The County is prepared to complete the Project at an estimated total cost of 5,000,000.00

F. FDOT is prepared to provide $2,993,150.00 as noted in Exhibit "B", attached and incorporated in this Agreement, toward the total cost of the Project as more fully described in Section 6.0.

G. The County by Resolution No. _____ dated the ____ day of_____ _____, 20____, a copy of which is attached as Exhibit "C" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

AGREEMENT

In consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1.0 RECITALS: The recitals above are true and correct and are made a part of this Agreement.

2.0 TERM: The term of this Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through _____, unless terminated at an earlier date as provided in this Agreement. If the County does not complete the Project within the time period allotted, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the County and granted in writing by FDOT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project. Only Project costs incurred on or after the Commencement Date of this Agreement (as defined in paragraph 3.0 below) and on or prior to the termination date of the Agreement are eligible.

3.0 COMMENCEMENT: Unless terminated earlier, work on the Project shall commence no later than: the _____ day of _____, 20____ ("Commencement Date"), and shall be completed on or before _____. FDOT shall have the immediate option to terminate this Agreement should the County fail to meet either of the above-required dates.

If work on the Project does not commence within four (4) years or the date Chapter 2014-51, Laws of Florida, became effective, this agreement and the Project are immediately terminated.

4.0 PROJECT DESCRIPTION: The County shall provide 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. The Project, identified as Project Number 416660-2-48-01, and the quantifiable, measurable and verifiable units of deliverables are described more fully in Exhibit "A" which is incorporated in this Agreement.

5.0 NOTICES AND APPROVALS: All notices pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses and the

Agreement Administrators set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

FDOT:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
DISTRICT ___ ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT FUND COORDINATOR

_____

_____

PHONE:_____

FAX: _____

COUNTY:

MIAMI-DADE PARKS, RECREATION AND OPENS SPACES DEPT
275 NW 2ND STREET
MIAMI, FL 33128
PHONE: _____
FAX: _____

All approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

6.0 RELEASE OF FUNDS: Project funds made available by FDOT shall not be released until the following have been satisfied:

(a) The County has agreed by resolution to accept future maintenance and other attendant costs occurring after completion of the Project and such resolution is attached and incorporated in this Agreement as Exhibit "C";

(b) The County shall invoice FDOT quarterly for actual costs incurred. The County shall review and approve all invoices, statements, or other related documents. Invoices shall be submitted by the County to FDOT in detail sufficient for a proper pre-audit and post audit thereof, based on the quantifiable, measurable, and verifiable units of deliverables as established in Paragraph 4.0 above and Exhibit "A". Deliverables must be received and accepted in writing by the pre-audit and approval by the County;

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(d) 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 in Paragraph 4.0 and Exhibit "A" has been met;

(e) FDOT will pay to the County up to $2,993,150, after receipt of a detailed invoice, for the costs of acquiring the land(s) identified in Exhibit "A". The County must certify on the invoice that the acquisition costs are valid, reasonable, necessary, and allowable and the costs have been incurred by the County prior to the date of the invoices. All invoices submitted to the Department must provide complete documentation, including invoices paid by the County, contracts of sale, the deed(s) or other instruments conveying ownership of the land(s) identified in Exhibit "A" to the County, to substantiate the cost on the invoice. Each quarterly invoice subsequent to the first invoice from the County must contain a statement from the County that the previous quarterly costs incurred by the consultant or contractor have been paid by the County to the consultant or contractor; and

(f) In the event the County proceeds with any phase the Project utilizing its own forces, the County will only be reimbursed for direct costs (this excludes general overhead).

6.1 <u>TRANSFER OF FUNDS:</u>

Entities providing goods and services to FDOT should be aware of the following time frames. Upon receipt, FDOT has 20 days to inspect and approve the goods and services. FDOT 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, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, 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 FDOT.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for entities 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.

6.2 USE OF FUNDS: Funds made available by FDOT pursuant to this Agreement shall be expended in a timely manner and solely for the purpose of the approved Project. No such funds shall be used for the purchase of any landscaping, mitigation planting, water and sewer lines, for any legal action against FDOT, or costs associated with preparation of the application for use of Economic Development Transportation funding.

6.3 ASSURANCES: As an inducement to the transfer of funds referred to in Section 6.1 above, the County certifies that, if initiated, the Project will be carried through to its completion and will not require the expenditure of any additional funds from FDOT. The County is liable for all cost overruns on the Project.

7.0 REQUIRED APPROVALS:

(a) The County agrees to undertake the acquisition of the Project in accordance with all applicable County standards and specifications.

(b) Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the County for the Project. Any work performed prior to the execution of this Agreement is not subject to reimbursement.

(c) Upon completion of the work authorized by this Agreement, the County shall notify FDOT in writing of the completion of the Project.

(d) The County must submit the final invoice to FDOT within one hundred eighty (180) days after the final acceptance of the Project.

(e) Upon completion of the Project, the County shall be responsible for the perpetual maintenance of the lands acquired under this Agreement. The terms of this provision shall survive the termination of this Agreement.

8.0 AVAILABILITY OF FUNDS: The State of Florida's performance and obligation to pay under

this Agreement is contingent upon an annual appropriation by the Legislature. 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 incorporated:

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

9.0 <u>TERMINATION OF AGREEMENT:</u> FDOT may terminate this Agreement upon no less than thirty (30) days notice in writing delivered in accordance with the Notices and Approvals provisions of Paragraph 5.0. In the event the County fails to perform or honor the requirements and provisions of this Agreement, the County shall return funds in accordance with Section 11.0 of this Agreement within thirty (30) days of the termination of this Agreement.

9.1 <u>TERMINATION REPORT:</u> Upon termination prior to the expiration of this Agreement, the County will provide the following:

(a) Certification that the portion of the Project that has been completed is in compliance with the terms and conditions of this Agreement.

(b) A report which shall specify the following: (i) the total direct Project costs paid from funds made available by FDOT pursuant to this Agreement; and (ii) the balance of any unexpended Project funds.

10.0 <u>EXPENDITURES IN VIOLATION OF AGREEMENT:</u> Any Project funds made available by FDOT pursuant to this Agreement which are determined by FDOT to have been expended by the County in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to FDOT. Acceptance by FDOT of any documentation or certifications, mandatory or otherwise permitted, that

the County files shall not constitute a waiver of FDOT's rights as the funding County to verify all information at a later date by audit or investigation.

11.0 LEGAL REQUIREMENTS:

(a) This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Any and all litigation arising under this Agreement shall be brought in the appropriate court in Leon County, Florida, applying Florida law.

(b) If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.

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

(d) The County shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof.

(e) The County and FDOT agree that the County, its employees, contractors, subcontractors, consultants, and sub consultants are not agents of FDOT as a result of this Agreement.

12.0 PUBLIC ENTITY CRIME: The County affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed

on the convicted vendor list. The County agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

13.0 UNAUTHORIZED ALIENS: FDOT will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

14.0 NON-DISCRIMINATION: The County will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The County shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The County shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

The County affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The County further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

15.0 ATTORNEY FEES: Unless authorized by law and agreed to in writing by FDOT, FDOT will not be liable to pay attorney fees, interest, or cost of collection.

16.0 TRAVEL: There shall be no reimbursement for travel expenses under this Agreement.

17.0 PRESERVATION OF REMEDIES: No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either Party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

18.0 AUDIT AND MONITORING REQUIREMENTS:

(a) The administration of resources awarded by FDOT to the County may be subject to audits and/or monitoring by FDOT, as described in this section. In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, Florida Statutes, monitoring procedures may include, but not be limited to, on-site visits by FDOT staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the County agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the FDOT. In the event the FDOT determines that a limited scope audit of the County is appropriate, the County agrees to comply with any additional instructions provided by FDOT staff regarding such audit. The County further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the state Chief Financial Officer (CFO) or Auditor General.

(b) The County, as a non-state entity as defined by Section 215.97(2)(m), Florida Statutes, is required to have audits performed annually using the following criteria:

i. In the event that the County expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of the County, the County 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 state CFO; and Chapters 10.550 (County entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General. Exhibit "B" to this Agreement indicates state financial assistance awarded through FDOT by this Agreement. In determining the state financial assistance expended in its fiscal year, the County shall consider all sources of state financial assistance received from FDOT, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

ii. In connection with the audit requirements, the County shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550

(County entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.

iii. If the County 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 County 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 non-state entity's resources (i.e., the cost of such an audit must be paid from County's resources obtained from other than State entities).

iv. 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.

v. The County 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.

vi. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved. Access to project records and audit work papers shall be given to FDOT, the state CFO, and the Auditor General. This section does not limit the authority of FDOT 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.

vii. Copies of financial reporting packages, reports, or management letters required by this Agreement shall be submitted by or on behalf of the County directly to the following offices:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

and

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, FL 32399-1450

viii. Any reports, management letter, or other information required to be

submitted to FDOT pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (non-profit or for-profit organizations), Rules of the Auditor General, as applicable.

ix. The County, when submitting financial reporting packages to FDOT for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local government entities) or 10.650 (non-profit or for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the County in correspondence accompanying the reporting package.

x. The County 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 FDOT, or its designee, the state CFO or Auditor General access to such records upon request. The County shall ensure that the independent audit working papers are made available to the FDOT, 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 FDOT.

(c) The County must include the audit and record keeping requirements in this Section 19.0 in contracts and subcontracts entered into by the County with any party for work required in the performance of this Agreement.

(d) The County shall, three (3) months after the date of execution of this Agreement and every three (3) months thereafter, provide FDOT with quarterly progress reports. Each quarterly report shall contain a narrative description of the work completed and whether the work is proceeding according to the project schedule; a description of any change orders executed by the County; a budget summary detailing planned expenditures compared to actual expenditures; and identification of each small or minority business enterprise used as contractors or subcontractors. Records of all progress payments made for work in connection with such transportation projects, and any change orders executed by the County and payments made pursuant to such orders, shall be maintained by the County in accordance with accepted governmental accounting principles and practices and shall be subject to financial audit as required by law.

(e) Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to FDOT 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 FDOT 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 FDOT for a proper audit of costs.

19.0 LOBBYING: Funds may not be used for the purpose of lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

20.0 MINORITY VENDORS: The County is encouraged to use small businesses, including minority and women-owned businesses as subcontractors or sub-vendors under this Agreement. The directory of certified minority and women-owned businesses can be accessed from the website of the Department of Management Services, Office of Supplier Diversity. The County shall report on a quarterly basis its expenditures with minority and women-owned businesses. The report shall contain the names and addresses of the minority and women-owned businesses; the aggregate dollar figure disbursed that quarter for each business; the time period; type of goods or services; and the applicable code. If no expenditures were made to minority or women-owned businesses, the County shall submit a statement to this effect.

21.0 INDEMNITY AND INSURANCE:

(a) The County agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

> "The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/subcontractor/ consultant/subconsultant, its officers, agents or employees."

(b) The County shall carry or require its contractor/subcontractor/consultant/ subconsultant to carry and keep in force during the period of this Agreement a general liability insurance

policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $100,000 per person and $300,000 each occurrence, and property damage insurance of at least $100,000 each occurrence, for the services to be rendered in accordance with this Agreement. In addition to any other forms of insurance or bonds required under the terms of the Agreement, when it includes construction within the limits of a railroad right-of-way, the County must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of FDOT's Standard Specifications for Road and Bridge Construction (2010), as amended.

(c) The County shall also carry or cause its contractor/subcontractor/consultant/subconsultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

22.0 MODIFICATION OF AGREEMENT: In the event the County desires to modify any of the terms and conditions of this Agreement, the County shall make such request for modification in writing to FDOT at any time during the term of this Agreement. However, if the request for modification relates to changes in the Project commencement and/or Project completion dates, such request must be received by FDOT prior to the expiration of the current commencement or Project completion date. If such a request is made after the expiration of the above referenced date, FDOT shall have the option to terminate this Agreement.

23.0 E-VERIFY: The County:

(a) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the County during the term of the contract; and

(b) 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.

24.0 NON-ASSIGNMENT: The County shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of FDOT, which consent will not be unreasonably withheld. Any assignment, sublicense, or transfer occurring without the required written approval will be null and void. FDOT will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the County. In the event that FDOT approves transfer of the County's obligations, the County remains responsible for all work performed and all expenses incurred in connection with this Agreement.

25.0 ENTIRE AGREEMENT: This instrument embodies the entire Agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the County and the authorized officer of FDOT or his/her delegate.

26.0 DUPLICATE ORIGINALS: This Agreement may be executed in duplicate originals.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) below.

FDOT

State of Florida, Department of Transportation

By:_____

Print Name:_____

Title:_____

Date:_____

Legal Review:

_____

See attached Encumbrance Form for date of funding approval by Comptroller

AGENCY

_____

_____

By:_____

Print Name:_____

Title:_____

As approved by the Board on:

_____

Attest: _____

Legal Review:

_____

County Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Financial Management Number: 416660-2-48-01

The Ludlam Trail corridor is an approximately 6 mile long linear greenway through the heart of Miami-Dade County. The greenway is located within the Florida East Coast Railway right-of-way, running parallel to and west of Ludlam Road (67th Avenue); north to south from north of NW 7th Street to US-1 and SW 70th Avenue adjacent to Dadeland Mall. The property is currently owned by Florida East Railway (FEC) and the Flagler Development Group (Flagler). They are a willing sellers and have confirmed to the County that they are interested in entertaining offers on the property.

The $2,993,150.00 in Project funding provided by FDOT shall be used by the County to acquire portions of the folios listed below for the development of the Ludlam Trail greenway. FEC plans to retain portions of the corridor as development nodes. The majority of the trail will be acquired by Miami-Dade County for the purposes of developing the Ludlam Trail. The areas marked in green on the corresponding maps (Exhibit A-1) are the sections the County seeks to acquire.

The Ludlam Trail corridor boundary is approximately 83 acres with the market value of $8.8 million as identified from the property tax records. The County is currently in the process of having the property appraised to assess current market value. The corridor consists of the following folios:

1. 30-4035-000-1170
2. 30-4035-000-1080
3. 30-4035-000-1320
4. 30-4035-000-1280
5. 30-4035-000-1440
6. 30-4035-000-1330
7. 30-4035-000-0210
8. 30-4026-000-0190
9. 30-4023-000-0500
10. 30-4014-000-0070
11. 30-4011-000-0050
12. 30-4011-019-1100
13. 30-4011-019-0690
14. 30-4011-018-0080
15. 30-4011-018-0040
16. 30-4011-000-0052
17. 30-4002-000-0111
18. 30-3052-000-0020

The trail corridor to be acquired by the County from FEC and Flagler consists of portions the eighteen folios listed above. The six segments identified below are generally depicted as the green areas on the attached

"Ludlam Trail Corridor Charrette" District 6 and District 7 plans (Exhibit 1-A). There is not a specific survey of the areas to be acquired by the County at this time. The following six (6) segments that run the width of the corridor and are bounded on the north and south by the following:

1. ±395' north of the centerline of NW 8 Street to ±178' south of the centerline of Flagler Street
2. Flagler Street to the Tamiami Canal
3. ±400 feet north of the centerline of NW 7 Street to NW 7 Street
4. SW 12 Street to ±270 feet north of the centerline of Coral Way
5. ±240 feet south of the centerline of Coral Way to ±248 feet north of the centerline of Bird Road
6. ±2,600 feet south of the centerline of Bird Road to SW 80 Street.

It is a major north-south connector of the County's greenway system and connects from the Miami International Airport at the north to US-1 and the Underline Trail at the south end. The trail, once developed, will serve over 30,000 residents living within two miles of the corridor and connecting the 5.4 million people living in South Florida. It will provide a safe route to schools and parks for over 3,700 students living in the area and reduce 860,000 vehicle trips annually from Miami-dade County streets. The trail will serve as a park and recreational amenity on its own merit and connect to four existing parks.

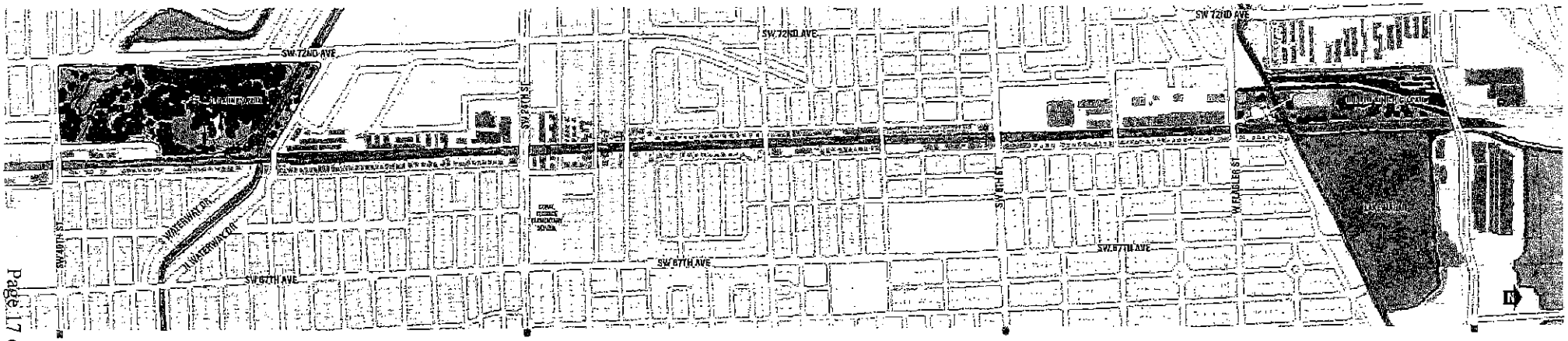
Miami-Dade Parks, Recreation and Open Spaces Department (MDPROS) will, through its own workforce or through a conservancy created for such purpose, manage the acquired portions of the trail corridor and any publicly dedicated areas.

EXHIBIT 1-A

DISTRICT 6

The Plan

LUDLAM TRAIL CORRIDOR



③ Coral Way - Bird Road

SW 24th Street - SW 40th Street

② Tamiami Trail - Coral Way

SW 8th Street - SW 24th Street

① Blue Lagoon - Tamiami Trail

NW 7th Street - SW 8th Street

All Green Trail

Development (w/ Trail Access)

22

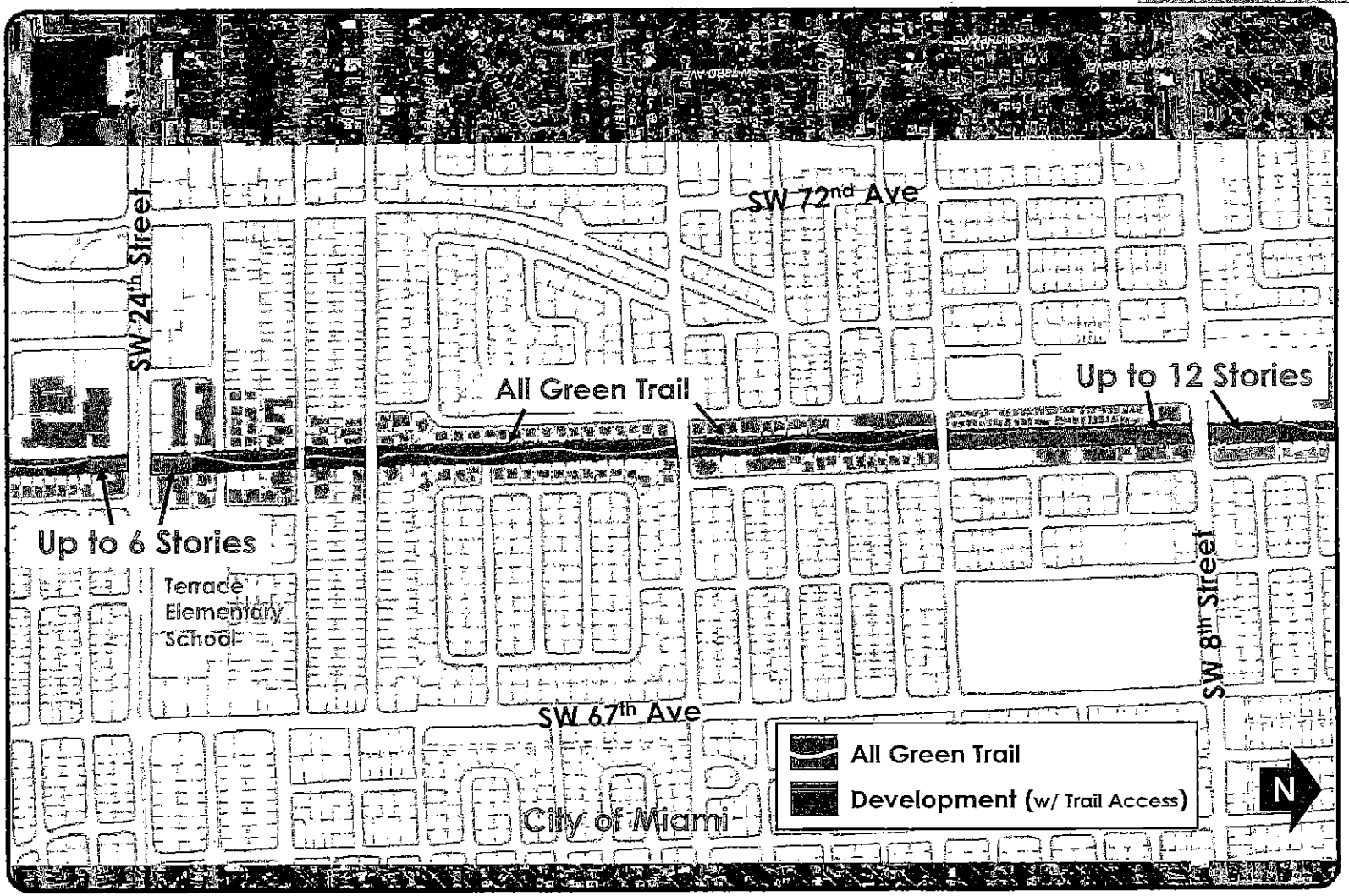
Section 3. SW 24TH Street (Coral Way) - SW 40TH Street (Bird Rd.)

LUDLAM TRAIL CORRIDOR

22

Section 2. SW 8TH Street (Tamiami Trail) - SW 24TH Street (Coral Way)

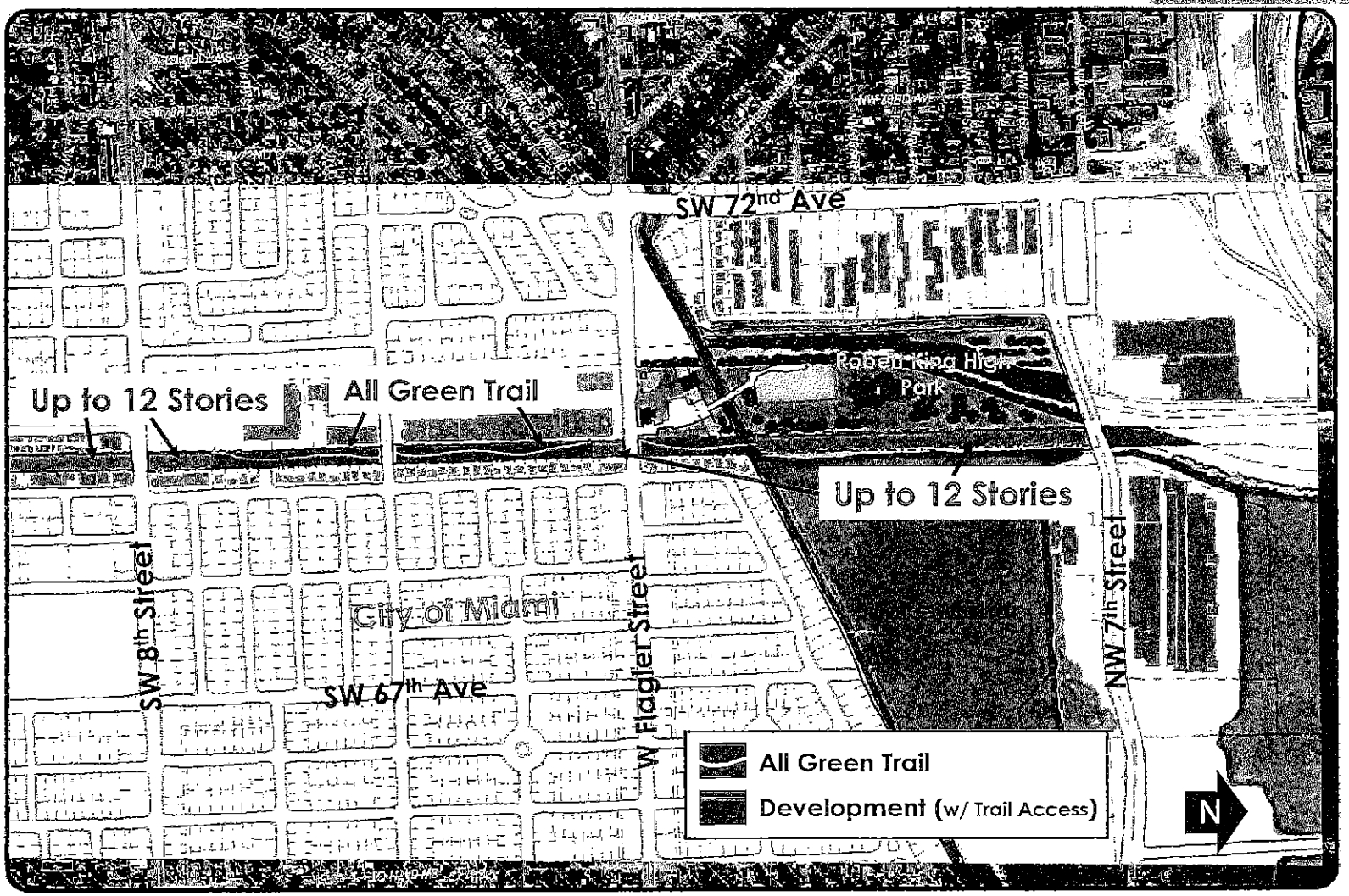
LUDLAM TRAIL CORRIDOR



24

Section 1. NW 7TH Street (Blue Lagoon) - SW 8TH Street (Tamiami Trail)

LUDLAM TRAIL CORRIDOR

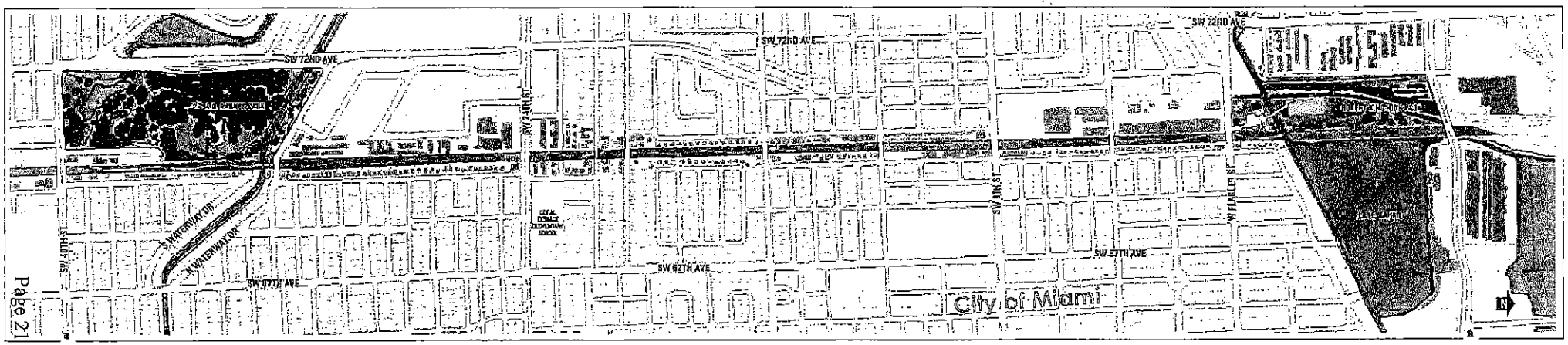


26

DISTRICT 6

The Plan

LUDLAM TRAIL CORRIDOR



For these 3 Miles of the Ludlam Trail Corridor:

- 75% of Green Trail
- 25% of Development with trail

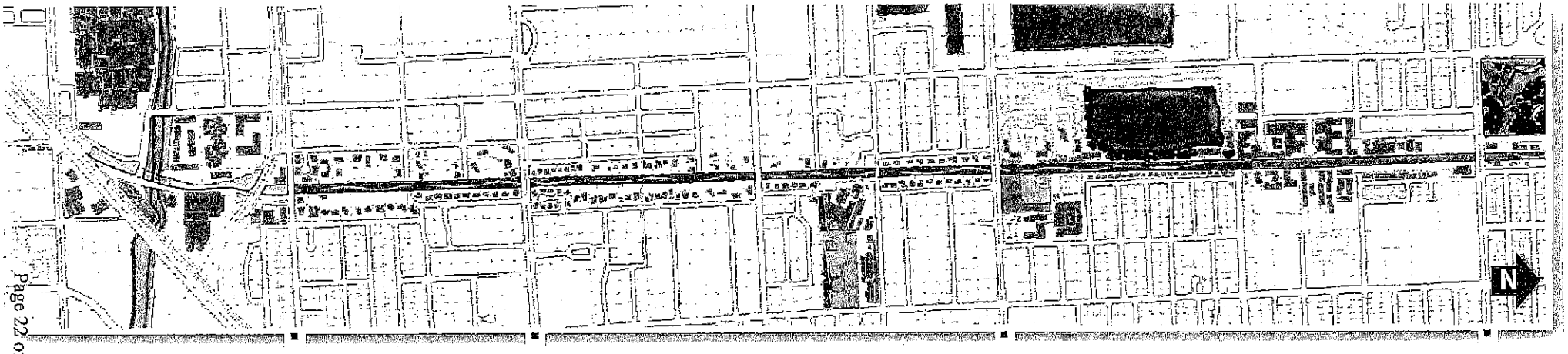
All Green Trail

Development (w/ Trail Access)

The Plan

DISTRICT 7

LUDLAM TRAIL CORRIDOR



6 Sunset Drive - SR 878

SW 72nd Street - Snapper Creek Expressway

5 Miller Road - Sunset Drive

SW 56th Street - SW 72nd Street

4 Bird Road - Miller Road

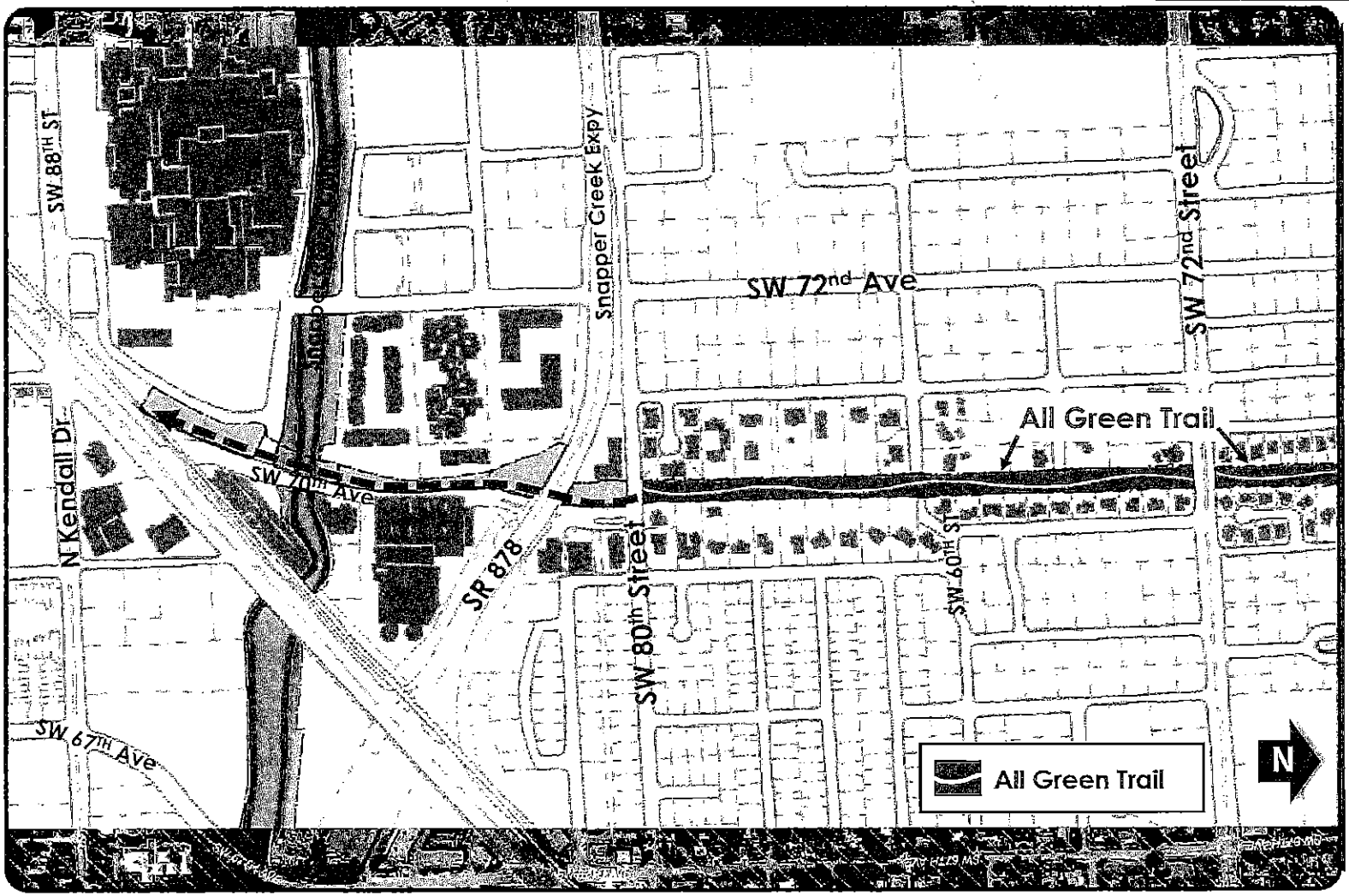
SW 40th Street - SW 56th Street

All Green Trail

Development (w/ Trail Access)

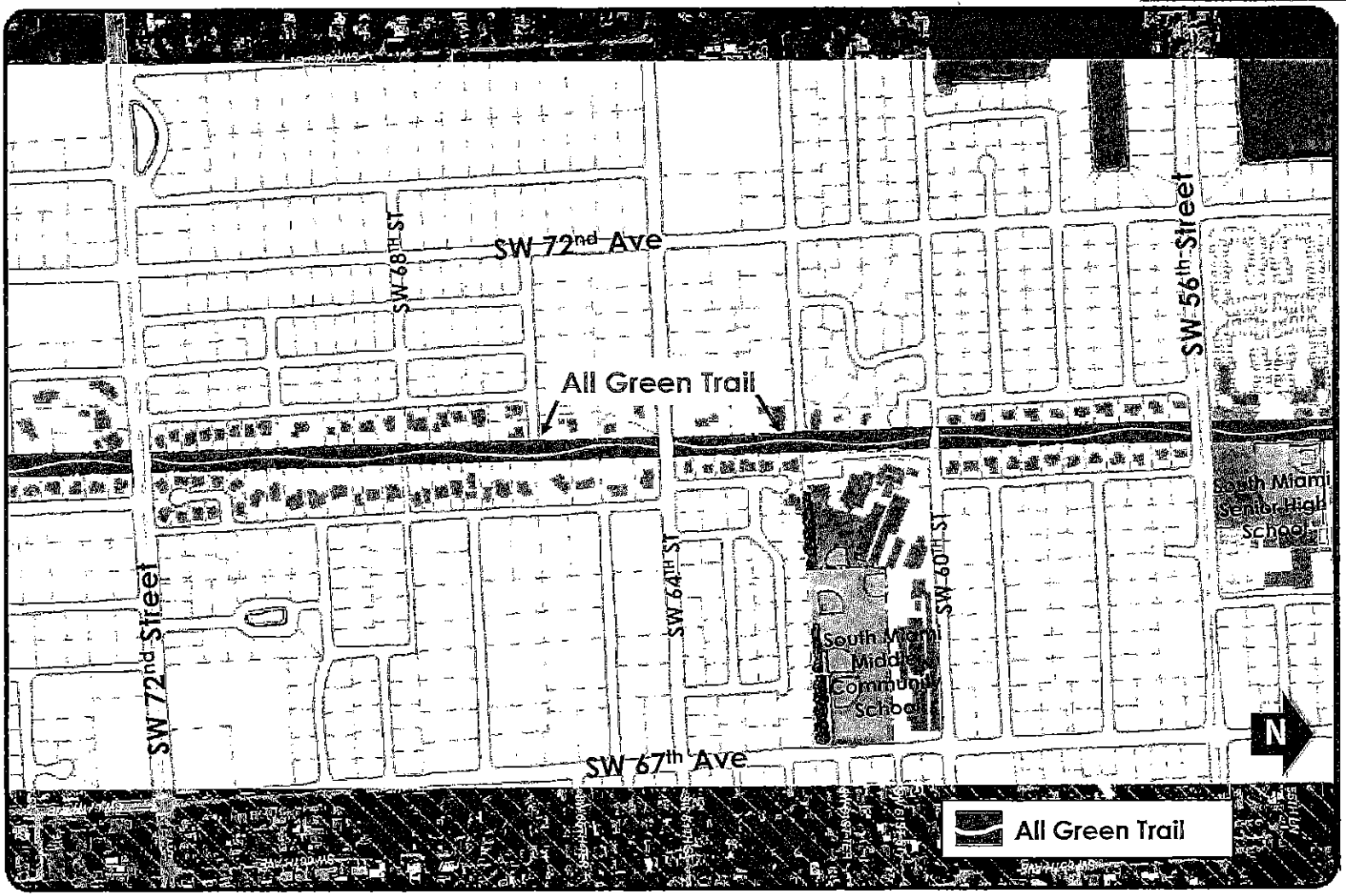
27

Section 6. SW 72ND Street (Sunset Dr.) - SW 80TH Street (SR 878)



Section 5. SW 56TH Street (Miller Rd.) - SW 72ND Street (Sunset Dr.)

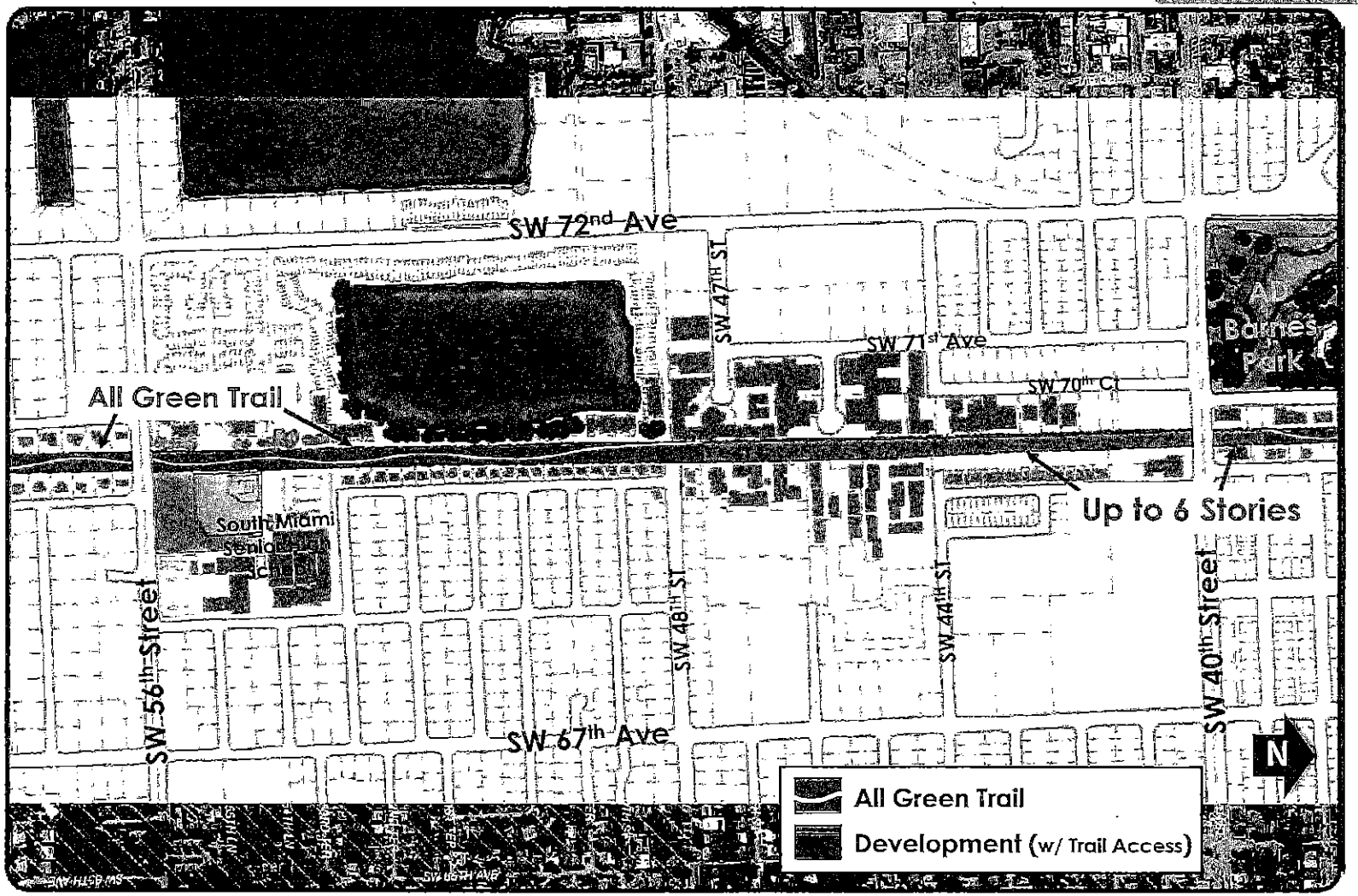
LUDLAM TRAIL CORRIDOR



29

Section 4. SW 40TH Street (Bird Road) - SW 56TH Street (Miller Rd.)

LUDLAM TRAIL CORRIDOR

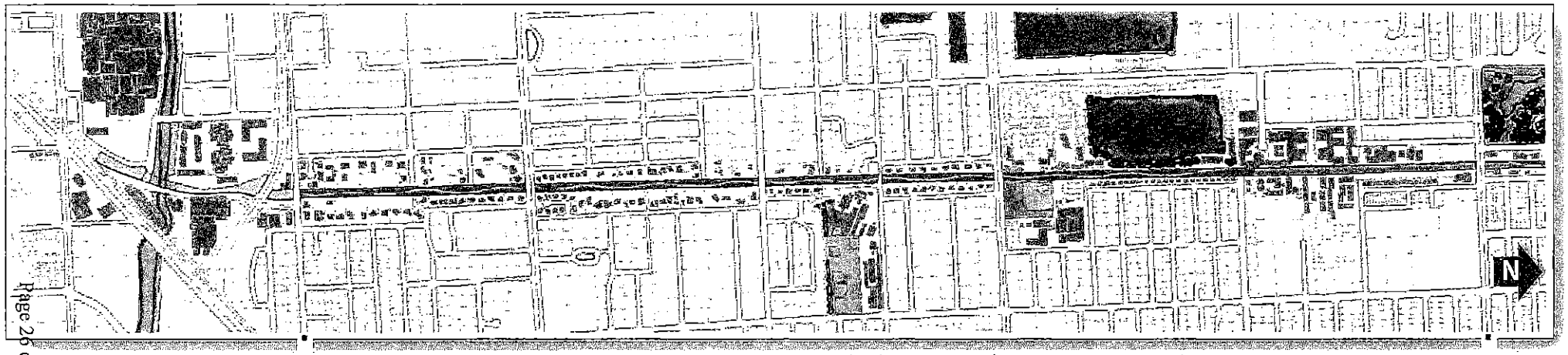


30

The Plan

DISTRICT 7

LUDLAM TRAIL CORRIDOR



For these 3 Miles of the Ludlam Trail Corridor:

- **80% of Green Trail**
- **20% of Development with trail**

All Green Trail

Development (w/ Trail Access)

EXHIBIT "B"
SCHEDULE OF FUNDING
Financial Management Number:

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
	STTF	2015-16	55.032	Economic Development Transportation Projects – Road Fund	$2,993,150	088865

Total Award	$2,993,150	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/catalog.aspx]. The services/purposes for which the funds are to be used are included in the Agreement scope of services/work. Any match required by the recipient is clearly indicated in the Agreement.

EXHIBIT "C"
COUNTY RESOLUTION