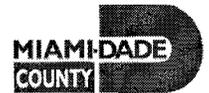


Memorandum



Date: September 8, 2005

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

Agenda Item No. 8(J)(1)(D)

From: George M. Burgess
County Manager

A handwritten signature in black ink, appearing to read "Burgess", written over the printed name of George M. Burgess.

Subject: Interlocal Agreement with the City of Miami Beach for the Operation of Expanded Public Transportation Services In and Around South Beach

RECOMMENDATION

It is recommended that the Board approve an Interlocal Agreement (the Agreement) between Miami-Dade County, through Miami-Dade Transit (MDT), and the City of Miami Beach (the City) for the operation of expanded public transportation services in and around South Beach (to be called "The South Beach Local").

BACKGROUND

The Electrowave Shuttle Service, operated by the City of Miami Beach, has been in service continuously since 1998 providing public transportation for City residents and visitors. The Electrowave operates along Washington Avenue and 17th Street, an area where the mobility of residents and visitors is impacted by traffic congestion and the lack of parking facilities in South Beach. The Electrowave was designed as an alternative form of public transit service on the eastern side of South Beach, allowing for connectivity with Metrobus routes for passengers who wished to travel to other parts of Miami-Dade County and/or north into Broward County.

MDT was approached by the City to outline a scope of services and plans for a possible MDT operation of the Electrowave. Following a review of current services and plans for improvement of routes in the area, an agreement was reached to have MDT operate this service through an enhancement of the existing Route W, which currently operates on a one way loop running counterclockwise (primarily along Washington Avenue and West Avenue through 17th Street on the north and Alton Road and South Pointe Drive on the south). This enhanced Route W, to be renamed "The South Beach Local", will make the existing Route W service bi-directional and will absorb the route currently traveled by the Electrowave. This Interlocal Agreement is the first step in the reorganization of the transportation service in the City of Miami Beach. Miami-Dade County Code Section 29-124 specifically authorizes municipalities receiving Surtax funds to enter into contracts with Miami-Dade County for the County to apply Surtax proceeds on a County project that enhances traffic mobility within that city and immediately adjacent areas. "The South Beach Local" will provide for a more efficient transit network for South Beach which will result in simplified service and higher ridership. This enhanced circulator will reduce duplication of existing service and will provide much more frequent service in a heavily trafficked area of the County, meeting the needs of South Beach residents and visitors much more effectively than the bus service improvements currently contemplated for this area in the People's Transportation Plan (PTP).

Key provisions of the Agreement include:

- The County shall provide "The South Beach Local" service within the southern portion of the City of Miami Beach at the locations and according to routes as contained in Exhibit B and schedules contained in Exhibit C. "The South Beach Local" will operate seven (7) days

a week, including holidays. The service will operate on weekdays and Saturdays between the hours of 8 a.m. to 1 a.m. and on Sundays and holidays from 10 a.m. to 1 a.m (keeping the same hours of operation as both the Route W and the Electrowave). The County will provide sufficient resources, including, but not limited to, buses and drivers to maintain this level of service.

- The County agrees to allow the City to purchase minibuses from the County's future bus procurement contract, for a price not to exceed \$1,629,445 available in Federal Transit Administration (FTA) Section 5309/Miami Beach funds, pending FTA approval for the use of such funds. These funds had been granted to the City for the purchase of electric buses; MDT will be seeking a grant change of scope permitting the application of these funds towards minibuses from the County's future bus procurement contract. The title to these buses would be transferred to the County and these buses would be utilized for the provision of service for "The South Beach Local." In the event that this agreement is terminated prior to the expiration of the useful life of the vehicles as specified in Federal regulations, City purchased vehicles transferred to the County as part of this Agreement will revert back to the City. This funding is sufficient to cover the purchase of approximately 4 vehicles to be added to the existing W fleet and to be combined with vehicles from planned PTP improvements to the Routes A and M. The improvements scheduled for the Routes A and M in 2006 and 2007 would be duplicative of the service offered by "The South Beach Local". The 7 vehicles that would have been required for planned Route A and M improvements would be more effectively utilized on "The South Beach Local" service and will therefore be redirected to the new route.
- The City shall pay to the County a portion of the operating cost of "The South Beach Local" service based upon their current level of operational costs with the Electrowave. The City's share for the operating cost for Fiscal Year 2005-06 will be \$1,217,900. In subsequent fiscal years, the annual increases will be the lesser of the South Florida Transportation Cost of Living Index or three (3) percent. This figure was calculated based on the level of service requested and a sustainable maintenance of effort by the City in combination with consideration of the County's planned levels of expenditure for the current Route W and future South Beach area PTP improvements on the Routes A and M.
- The fare on "The South Beach Local" shall be \$0.25 (as was the case on the Electrowave). Any changes to the regular fare of \$0.25 shall be solely within the discretion of the City of Miami Beach. MDT passes, and identification entitling patrons to MDT service such as Golden or Patriot Passports shall be honored on "The South Beach Local". Information about "The South Beach Local" will be incorporated into MDT maps and materials.

Currently MDT operates three similar circulator routes with \$0.25 fares: the Coconut Grove Circulator, Sweetwater Circulator, and the Brickell Key Shuttle. MDT created the \$0.25 circulator fare for short circulator routes to serve passengers taking shorter trips. Although the current Route W has been charging patrons the regular base fare of \$1.50, institution of a \$0.25 fare for "The South Beach Local" is not expected to generate significant losses for MDT. This is due to the fact that the majority of Route W passengers board with the Golden Passport. Even if the daily revenue for existing Route W patrons were to decline by 50%, the monthly revenue loss would be about \$1,900 –less than 1% of the cost of operating "The South Beach Local".

This Interlocal Agreement is for a term of five (5) years and includes two (2) four (4) year options to renew by agreement between the County Manager and the City Commission. Electrowave service will terminate effective September 25, 2005, and "The South Beach Local" service will commence this same date.

Although it not a part of this Agreement, the County has already made provisions to hire twenty-six (26) Bus Operators, one (1) Superintendent, three (3) Bus Technicians, and two (2) Bus Hostlers/General Helpers currently employed to operate the Electrowave, providing that all employment criteria are met. Since MDT has budgeted operational staff increases as a part of the PTP, these hires represent no new fiscal impact to the department.

As a side note, the renaming of this enhanced Route W as "The South Beach Local" is one of a series of recent modifications to route names instituted by MDT. In order to better serve patrons unfamiliar with the Metrobus system, Commissioner Gimenez requested that MDT examine its traditional numbering system and assign routes names that would better reflect the streets and neighborhoods being served. The recent July 2005 line-up included 24 of these changes; future line-ups will continue this renaming process.

FISCAL IMPACT

Operational costs for "The South Beach Local" service are estimated at approximately \$3 million per year. These costs will be funded from reimbursements from the City of Miami Beach, MDT Operating funds, and the Surtax.

The City will participate in covering \$1,217,900 for Fiscal Year 2005-06 and subsequent fiscal years per Article 6 of the Agreement. MDT currently budgets approximately \$600,000 per year for operation of the existing Route W. Enhancements to other Miami Beach routes, specifically the Routes A and M, in the amount of approximately \$1,200,000 were already contemplated through the People's Transportation Plan (PTP) in 2006 and 2007 and would be available for "The South Beach Local". These funds will be more effectively utilized for "The South Beach Local" since the proposed improvements to the Routes A and M overlap in part with both the existing Route W and the Electrowave, yet would not have maintained the overall frequency of service offered by the proposed circulator. By coordinating and combining the transit resources of the City and County, a better level of service would be provided for less cost rather than continuing independent operations which compete for the same passengers.

Because the PTP already contemplated this level of service for the South Beach area through expanded service on the Routes W, A, and M, and "The South Beach Local" service will include the expanded service, no PTP amendment is required.


Assistant County Manager



MEMORANDUM

(Revised)

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

DATE: September 8, 2005

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No. 8(J)(1)(D)

Please note any items checked.

- "4-Day Rule" ("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
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor

Agenda Item No. 8(J)(1)(D)

Veto _____

09-08-05

Override _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI BEACH FOR THE OPERATION OF EXPANDED PUBLIC TRANSPORTATION SERVICES IN AND AROUND SOUTH BEACH, AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE THE PROVISIONS CONTAINED THEREIN

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:

Section 1. That this Board approves the Interlocal Agreement between Miami-Dade County and the City of Miami Beach, in substantially the form attached hereto and made a part hereof, for the operation of expanded public transportation services in and around South Beach.

Section 2. That this Board further authorizes the County Manager or the Miami-Dade Transit (MDT) 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; 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 may be required in connection with the project.

The foregoing was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

- | | |
|-------------------------------|--------------------------|
| Joe A. Martinez, Chairman | |
| Dennis C. Moss, Vice-Chairman | |
| Bruno A. Barreiro | Dr. Barbara Carey-Shuler |
| Jose "Pepe" Diaz | Carlos A. Gimenez |
| Sally A. Heyman | Barbara J. Jordan |
| Dorrin D. Rolle | Natacha Seijas |
| Katy Sorenson | Rebeca Sosa |
| Sen. Javier D. Souto | |

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of September, 2005. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Bruce Libhaber

**Interlocal Agreement
between
Miami-Dade County and the City of Miami Beach
for the Provision of
A Bi-Directional Transit Circulator Route Service in South Beach
to be Known as THE LOCAL**

This is an Interlocal Agreement, made and entered into the _____ day of _____, 2005, by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as "the County", and the City of Miami Beach, a municipal corporation of the State of Florida, hereinafter referred to as "the City".

WITNESSETH:

WHEREAS, the County has operated and funded Metrobus Route W as a one-way circulator transit service to the eastern and western side of South Beach; and

WHEREAS, since January 1998, the City has operated and funded the Electrowave Shuttle Service as an alternative form of supplemental, bi-directional public transit which operates mostly on the eastern side of South Beach; and

WHEREAS, both the City and the County wish to have the County operate a new bi-directional circulator route service in South Beach, to be known as "The Local".

WHEREAS, The Local will combine the transit resources of the City's Electrowave and the County's Route W to provide a new bi-directional circulator which will maximize service to the community, while eliminating service duplication and waste of public resources.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the County and the City agree as follows:

ARTICLE 1

DEFINITIONS

- 1.1 "ADA" shall mean the Americans with Disabilities Act of 1990, as amended.
- 1.2 "Contractor" shall mean any entity, public or private, providing public transit services or contributing to the provision of the services described in this Agreement under contract to the County.

- 1.3 "The County" shall include Miami-Dade County, the Miami-Dade Transit, the Miami-Dade Consumer Services Department, and authorized representatives thereof.
- 1.4 "The City" shall mean the City of Miami Beach and authorized representatives thereof.
- 1.5 "MDT" shall mean the Miami-Dade Transit and authorized representatives thereof.
- 1.6 "USDOT" shall refer to the U.S. Department of Transportation, its rules and regulations, and representatives thereof.
- 1.7 "Fare" for shuttle service shall mean the individual transportation fee paid by public transit passengers, in accordance with this Agreement.
- 1.8 "Line-up(s)" shall refer to the event(s) when new schedules or service is implemented by MDT in accordance with the CBA, as said term is defined in Subsection 1.9 below.
- 1.9 "CBA" shall mean Collective Bargaining Agreement between the Miami-Dade County and the Transport Workers Union Local 291.
- 1.10 "TWU" shall mean Transport Workers Union Local 291.
- 1.11 "The Local" shall mean a Bi-Directional Transit Circulator Route Service in South Beach, operating diesel minibuses.

ARTICLE 2

GENERAL REQUIREMENTS

- 2.1 Compliance with Applicable Laws and Regulations. The City and the County and its contractors, if any, shall comply with all existing and future laws, statutes, ordinances, codes, rules, regulations, CBA and procedural requirements, whether federal, state, or local, which are applicable to, or in any manner affect, the provision of The Local service. The County shall be responsible for ensuring compliance of its employees, contractors, agents, or assigns with all applicable County, State, and federal requirements, including, but not limited to, all safety, mechanical, and vehicular standards mandated by appropriate laws, regulations, ordinances, and documents and complying therewith.
- 2.2 Vehicles. All vehicles utilized to provide The Local service shall be owned and maintained by the County and shall be part of the MDT fleet. The County shall obtain new bio-diesel (or equivalent alternative) fuel if allowed by manufacturers

warranty and when the price of bio-diesel fuel is lower or comparable to that of ultra-low sculpture diesel to be used as fuel for the low-floor minibus vehicles to be operated on this service. The vehicles shall comply with all safety, mechanical, and vehicular standards mandated by any applicable County, State, and federal requirements including, but not limited to, all safety, mechanical, and vehicular standards. The vehicles shall be maintained in conformance with manufacturer's specifications and MDT standards.

2.2.1 The County agrees to allow the City to purchase six (6) low-floor diesel minibuses from its new bus procurement contract, for a price not to exceed \$1,629,445 available in FTA Section 5309/Miami Beach funds. The County will supplement any cost difference between the City funds and the aforementioned amount. The title to these buses will be transferred to the County and these buses will be utilized for the provision of service for "The Local."

2.2.2 The vehicles shall be painted or decaled in distinctive livery, such as the special logos, colors and designs shown in **Exhibit A**. The logo of The Local service shall be displayed on the vehicles along with the logo or other branding being used by the County. The vehicles in this livery shall be used only for The Local service. In circumstances when the special-liveried buses are not available for service, standard Metrobus minibuses may be used.

2.2.3 All vehicles will be equipped with Automatic Passenger Counters (APC), as part of the new fare-box modernization program to be initiated by Fiscal Year (FY) 2006. All vehicles will be equipped with on-board surveillance equipment (voice and video) and automated vehicle locator (AVL) systems.

2.2.4 In the event that this Agreement is terminated prior to the useful life of the vehicles, as specified in Federal regulations, City-purchased vehicles that are transferred to the County as part of this Agreement, shall be immediately returned to the City; the vehicles purchased by the County, shall remain part of the MDT service fleet and can be repainted or redecaled to conform to standard Metrobus livery then in effect.

2.2.5 In the event that this Agreement is terminated, the County agrees to allow the City to purchase up to six (6) additional low floor diesel minibuses from its new bus procurement at the County-negotiated price per bus to be funded by the City and at the sole option of the City. These six (6) diesel minibuses shall be in addition to any City-purchased vehicles that are returned to the City pursuant to Subsection 2.2.4.

2.3 Compliance with Procurement Requirements. The County and the City agree to comply with applicable federal and state procurement requirements, as may be

amended from time to time, when entering into contracts with third parties to fulfill the obligations under this Agreement.

- 2.4 Drug-free Workplace and Testing. In accordance with the Code of Miami-Dade County, the County, and its contractors, in any, shall continue to maintain a drug-free workplace program including pre-employment drug testing and other periodic drug testing for all persons holding safety-sensitive positions, as defined by USDOT, related to transit operations. Effective upon execution of the Agreement, the County shall require that its employees and contractors, if applicable, comply with all applicable requirements of the USDOT regulations for drug and alcohol testing. To the extent that any terms in this Agreement are inconsistent with the USDOT regulation, the requirements of the USDOT shall control.
- 2.5 County Representative. The County will enhance service supervision for The Local service by assigning a Transit Operation Supervisor (TOS) to the zone where the service will be provided; someone who will monitor The Local route service on the field level. The County also agrees to have a designated Customer Service Representative act as a full-time contact person for the City Representative.
- 2.6 City Representative. The City shall designate individual(s) to act as liaison to the County's staff and notify the County thereof. The City shall promptly notify the County of any changes.
- 2.7 Citizen's Advisory Committee. The City Commission will appoint a Citizens' Advisory Committee to review the overall County performance, adherence to service levels, quality of service, and customer service standards established for the The Local service being provided by the County, and give input. This will be done on a quarterly basis, at a minimum.
- 2.8 Amendments or modifications. Unless provided otherwise elsewhere in this Agreement, amendments and modifications to this Agreement must be in writing and shall require the signatures of the County Manager and the City Manager, or their designees, subject to authorization by their respective Board and Commission. Notwithstanding the foregoing, amendments to this Agreement regarding alignments, schedules, and fares, as described in Section 2-150 (c) of the Miami-Dade County Code, may be approved by the County Manager and the City Manager, subject to authorization by the City Commission.

ARTICLE 3

THE LOCAL SERVICE

- 3.1 Provision of The Local Service. The County shall provide The Local service within the southern portion of the City of Miami Beach at the locations and according to routes as contained in **Exhibit B** and schedules contained in **Exhibit C**. Any changes to **Exhibits B or C** shall be consistent with Chapter 31 of the Code of Miami-Dade County and be effective only upon the written consent of the County Manager and the City Manager. **Exhibit C** defines the level of service that is required under this Agreement. The County will provide sufficient resources, including, but not limited to, buses and drivers to maintain this level of service.
- 3.2 Fares. The initial fare for The Local service shall be twenty five cents (\$0.25). Any changes to the regular fare of \$0.25 shall be solely within the discretion of the City of Miami Beach. Qualified passengers shall pay no fare. MDT passes, transfers or identification entitling a passenger shall be accepted to enable passengers to ride The Local service without paying any additional fare. The Local service operators shall issue and charge for transfers to other MDT routes as appropriate and in compliance with County Code and applicable laws, rules and regulations.
- 3.3 Connection and Coordination with Regular Metrobus Routes. The Local service shall enable passengers to connect, at a minimum, with regular County Metrobus routes at points where the routes intersect, merge or diverge. The Local service operating schedules shall be coordinated with regular County Metrobus service to the extent possible.
- 3.4 The Local Service Shown on County Bus Schedules and Maps. The County shall include The Local service on the County's Transit Map. Such inclusion shall commence with the regular publication of the County's Transit Map next occurring after commencement of The Local service operation. The County shall also provide information on The Local service through MDT's routine and customary public information dissemination processes, including its transit information telephone service and on the transit web site.
- 3.5 In addition, the County shall develop and implement a campaign to market the new bi-directional The Local service with the goal of increasing ridership.
- 3.6 Issuance of The Local Service Schedules. The County shall make available to its Metrobus, Metrorail, and Metromover passengers and potential passengers maps and schedules of the The Local service. Such maps and schedules shall display the logo, "The Local", and County branding.

- 3.7 Use of Logo. The County and the City shall both approve the design of a logo uniquely identifying the South Beach Transit Circulator Route Service as “The Local.” In addition to The Local service logo and the County logo shall be applied on the vehicles as appropriate. Such logos shall at all times be displayed on the exterior of all vehicles and on the County’s bus stop signs at all stops served by The Local service.
- 3.8 Bus Passenger Shelters and Benches. The City or its contractor shall install and maintain the bus passenger shelters and/or benches at all of The Local bus stops where site conditions allow. Where shelters cannot be installed, the City or its contractor shall install and maintain bus passenger benches. The County shall provide, install, and maintain bus stop signs and sign posts at Shuttle stops along route of the The Local service. The City shall remove all bus stop signs at stops that were exclusively served by the Electrowave; and remove Electrowave signs on bus stop sign posts at stops used jointly by the Electrowave and Metrobus routes. The City agrees that it will be the responsibility of the City to comply with all ADA regulations with regards to accessibility to and from bus passenger stops and bus shelters.
- 3.9 Service Quality Standards. The County shall abide by the Service Quality Standards provided by the City for The Local service and hereby attached as **Exhibit D.**
- 3.10 Selection of Drivers. Drivers will pick this route in accordance with the CBA.
- 3.11 Bus Driver Training. At the start up of services and when new drivers are hired, the County shall conduct *Customer Service Excellence Training (Exhibit E)* and *Ambassador Training (Exhibit F)* for bus drivers and Transit Operations Supervisors (TOS), and make courteous service part of Bus Operators and TOS performance evaluation. Refresher training shall be conducted as required by the CBA
- 3.12 Transit Operation Supervisor and Customer Service Staff. The County will provide a designated TOS and Customer Service staff, to take care of all complaints and concerns sent directly to the County or the City. This County representative will be available to the City during regular business hours.
- 3.13 Free Rides on Major Events. The County shall provide free rides during New Year’s Eve, Memorial Day Weekend, Art Deco Weekend, and Election Days.
- 3.14 Quarterly Reports. The County shall provide the City Representative a quarterly report of performance that shall include: ridership data and trends, marketing initiatives/results, number of bus breakdowns and substitutions, logged complaints and complaint resolutions, etc, as listed in **Exhibit D**, and any other data reasonably requested by the City.

- 3.15 Annual Report. The County shall provide an annual comprehensive performance report to the City-appointed Citizen's Advisory Committee, in May of each year (or as otherwise specified), for consideration by the City Commission as part of the City's annual budget preparation process.
- 3.16 Citizen's Advisory Committee. The County Customer Service representative and the TOS shall meet at least on a monthly basis with the City Representative; and at least on a quarterly basis with the Citizens' Advisory Committee for The Local service, which will be appointed by the City Commission to review the Quarterly Reports and exchange ideas to improve quality of service, and marketing efforts.
- 3.17 City Commission Action. Any Local service – related items that require consideration and approval by the City Commission shall be submitted in writing by the County to the City Representative no later than thirty (30) days prior to the specified Commission Meeting date. Examples of such items are the proposed annual operating budget, and any County-proposed amendments and modifications to this Agreement.

ARTICLE 4

INSURANCE

The parties hereto acknowledge that both the County and the City are self-insured governmental entities subject to the limitations of Section 768.28, Florida Statutes. The County and the City shall maintain a fiscally sound and prudent risk management program with regard to its obligations under this Agreement in accordance with the provision of Section 768.28, Florida Statutes. The County and the City shall collect and keep on file documentation of insurance of any and all contractors contracted to provide and service or product used in conjunction with the operation of The Local service in any way. The County shall further require all contractors to include the City as a named insured and shall provide the City with a copy of the insurance policy purchased by any contractor prior to the commencement of The Local service.

ARTICLE 5

INDEMNIFICATION

- 5.1 In the event the County contracts for transportation services authorized by this Agreement, the contractor shall, in its contract with the County, be required to indemnify and hold harmless the County and the City, and their officers, agents, employees and instrumentalities from any and all liability, claims, liabilities, losses, and causes of action, including attorneys' fees and costs of defense

which the County and the City, and/or their respective officers, employees, agents and instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, or relating to or resulting from the provision of transportation services by the contractor and/or its officers, employees, agents or independent contractors. The contractor shall be required to pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County and the City, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. The County shall require that the contract between and the County and the contractor include a provision which states that the contractor expressly understands and agrees that any insurance protection required by this agreement or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County and the City and/or their respective officers, employees, agents or instrumentalities as herein provided. Nothing herein shall be deemed to indemnify the County and the City from any liability or claim arising out of the negligent performance of the County and the City, and/or their respective officers, employees, agents or instrumentalities or any other related third party.

- 5.2 In the event the City contracts for bus passenger shelters and benches, in conjunction with the provision of service as detailed in this Agreement, the contractor shall, in its contract with the City, be required to indemnify and hold harmless the County and the City, and/or their respective officers, agents, employees and instrumentalities from any and all liability, claims, liabilities, losses, and causes of action, including attorneys' fees and costs of defense which the County and the City, and/or their respective officers, employees, agents and instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, or relating to or resulting from the provision of transportation services by the contractor and/or its officers, employees, agents or independent contractors. The contractor shall be required to pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County and the City, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. The City shall require that the contract between and the County and the City and the contractor include a provision which states that the contractor expressly understands and agrees that any insurance protection required by this agreement or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County and the City and/or their respective officers, employees, agents or instrumentalities as herein provided. Nothing herein shall be deemed to indemnify the County and the City from any liability or claim arising out of the negligent performance of the County and the City, and/or their respective officers, employees, agents or instrumentalities or any other related third party.

ARTICLE 6

FINANCIAL ASSISTANCE

- 6.1 **Funding.** The City shall pay to the County a portion of the operating cost of The Local service. The payment shall be made on a quarterly basis, within thirty (30) days of the City receiving an appropriate invoice from the County. The amount of the payment shall be one fourth (1/4th) of the agreed annual City share, unless otherwise agreed upon by the parties.

The City's share for the operating cost for Fiscal Year 2005-06, will be \$1,217,900. Said amount shall be prorated in the event services are provided for less than a full year. In subsequent fiscal years, the annual increases will be the lesser of the South Florida Transportation Cost of Living index, or three percent (3%).

It is the sole responsibility of the City of Miami Beach to determine the source of and dollar amount per source of funds to comprise the total contribution to the County for the provision of The Local service as required in this Agreement.

- 6.2 **Operating Expenditure Reports.** The County shall prepare and provide to the City Representative, quarterly reports of operating expenditures incurred by The Local service.

ARTICLE 7

TERMS, MODIFICATIONS AND MISCELLANEOUS PROVISIONS

- 7.1 **Term of Agreement.** This Agreement shall become effective upon approval of the Board of County Commissioners and the City Commission of the City of Miami Beach and the execution by the County Manager and City Manager and shall remain in force for five (5) years thereafter. This Agreement is subject to two (2) four (4) - year options to renew, by agreement between the County Manager and the City Commission.
- 7.2 **Commencement of Service.** By specific agreement of the parties, The Local service shall begin interim service in September 2005, utilizing existing County mini-buses. Until The Local service commences, the City shall continue to operate the Electro wave. After all necessary actions are taken by the County, including but not limited to procurement of vehicles, painting/decals of new vehicles, training of drivers, pre-operations and marketing of The Local service, erection of bus stop signposts and signs, and installation of pullout bays, the County will begin permanent service of "The Local" in February-March 2006.

7.3 Renegotiation or Modification. Any substantive changes in the level of service to be provided by the County as set forth herein shall only be implemented after the County and the City have entered into a written agreement describing the changed services

7.4 Title VI and VII Civil Rights Act of 1964. The City, the County, and their respective Contractors shall not discriminate against any person because of race, color, sex, religious background, ancestry, or national origin in the performance of the Agreement.

7.5 Termination for Cause. This Agreement may be terminated for cause by either party. Prior to exercising the option to terminate for cause, the notifying party shall give the defaulting party written notice of its violation of the particular term(s) of the Agreement and shall grant the defaulting party thirty (30) days to cure such default. If such default remains uncured after thirty (30) days, the notifying party may terminate the Agreement upon no less than one hundred twenty (120) days written notice to the defaulting party. If the termination notification is from the City, the notice shall be sufficiently in advance for MDT to implement a line-up without the service.

7.5.1 If the County fails to deliver the services and meet the objectives delineated in this Agreement, and the City terminates the Agreement for Cause, the County will allow the City to operate the full Local service, as defined herein.

7.6 Termination for Convenience. Notwithstanding Subsection 7.5 above, the County or the City may terminate this Agreement for convenience upon no less than one hundred twenty (120) days written notice to the other party. If the City terminates this Agreement for convenience, the City agrees to reimburse the County on a prorated basis for financial assistance it is obliged to pay for The Local service which the County will continue to operate until the next line-up can be implemented without the service.

7.6.1 If the City terminates this Agreement for convenience, the County will allow the City to operate the full Local service, as defined herein.

- 7.7 Notices. All notices and other communications required to be remitted pursuant to this Agreement to either party hereto shall be in writing and shall be delivered by verified facsimile transmission or certified mail, return receipt requested, to the parties at the address indicated as follows:

FOR MIAMI-DADE COUNTY:

Miami-Dade Transit
111 N.W. 1st Street Suite 910
Miami, FL 33128
Attention: Director, Miami-Dade Transit

FOR THE CITY OF MIAMI BEACH:

City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139
Attention: Jorge Gonzalez, City Manager

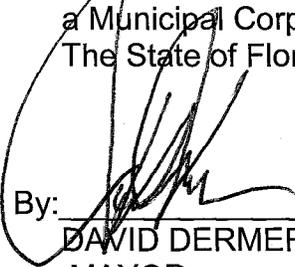
With copy to:
Fred Beckmann, Director of Public Works
1700 Convention Center Drive
Miami Beach, Florida 33139

- 7.8 Complete and Binding Agreement. This writing embodies the full and complete agreement of the parties. No other terms, conditions or modifications shall be binding upon the parties unless in writing and signed by the parties.
- 7.9 Execution. This document shall be executed in four (4) counterparts, each of which shall be deemed an original.
- 7.10 Governing Law and Exclusive Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in state court, and the U.S. District Court, Southern District of Florida, if in federal court. BY ENTERING INTO THIS AGREEMENT, THE COUNTY AND THE CITY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

By: 
ROBERT PARCHER, CITY CLERK

CITY OF MIAMI BEACH
a Municipal Corporation of
The State of Florida
By: 
DAVID DERNER
MAYOR

ATTEST:

By: _____
HARVEY RUVIN, CLERK

By: _____
By Its Board of County
Commissioners

By: _____
DEPUTY CLERK

By: _____
GEORGE BURGESS
COUNTY MANAGER

Approved by County Attorney as
to form and legal sufficiency _____

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

 6-27-05
City Attorney Date

EXHIBITS

Exhibit "A" Special Logos, Colors, and Bus Wrapping Designs

Exhibit "B" Map of The Local Route

Exhibit "C" Schedule of The Local Route Service

Exhibit "D" Service Quality Standards.

Exhibit "E" Customer Service Excellence Standards.

Exhibit "F" Ambassador Training

EXHIBIT "A"

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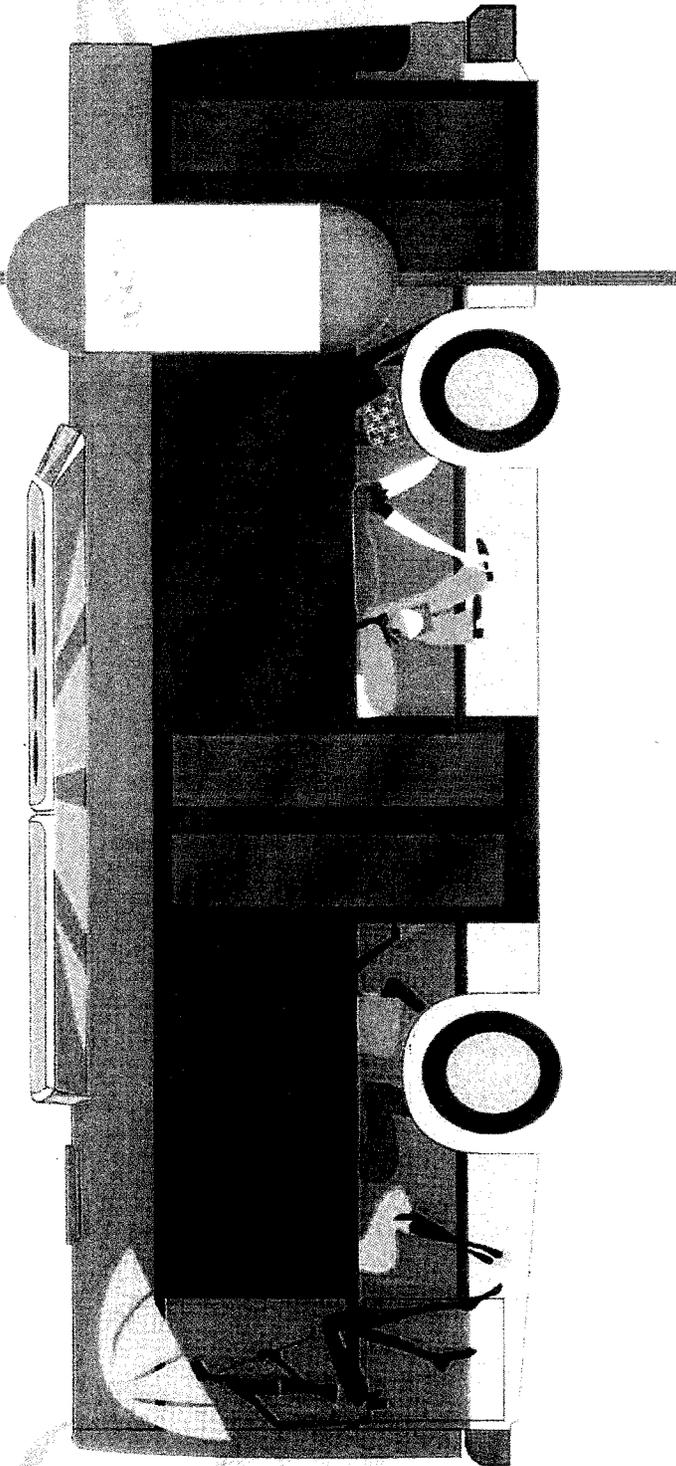
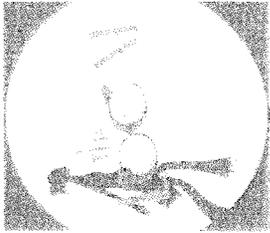
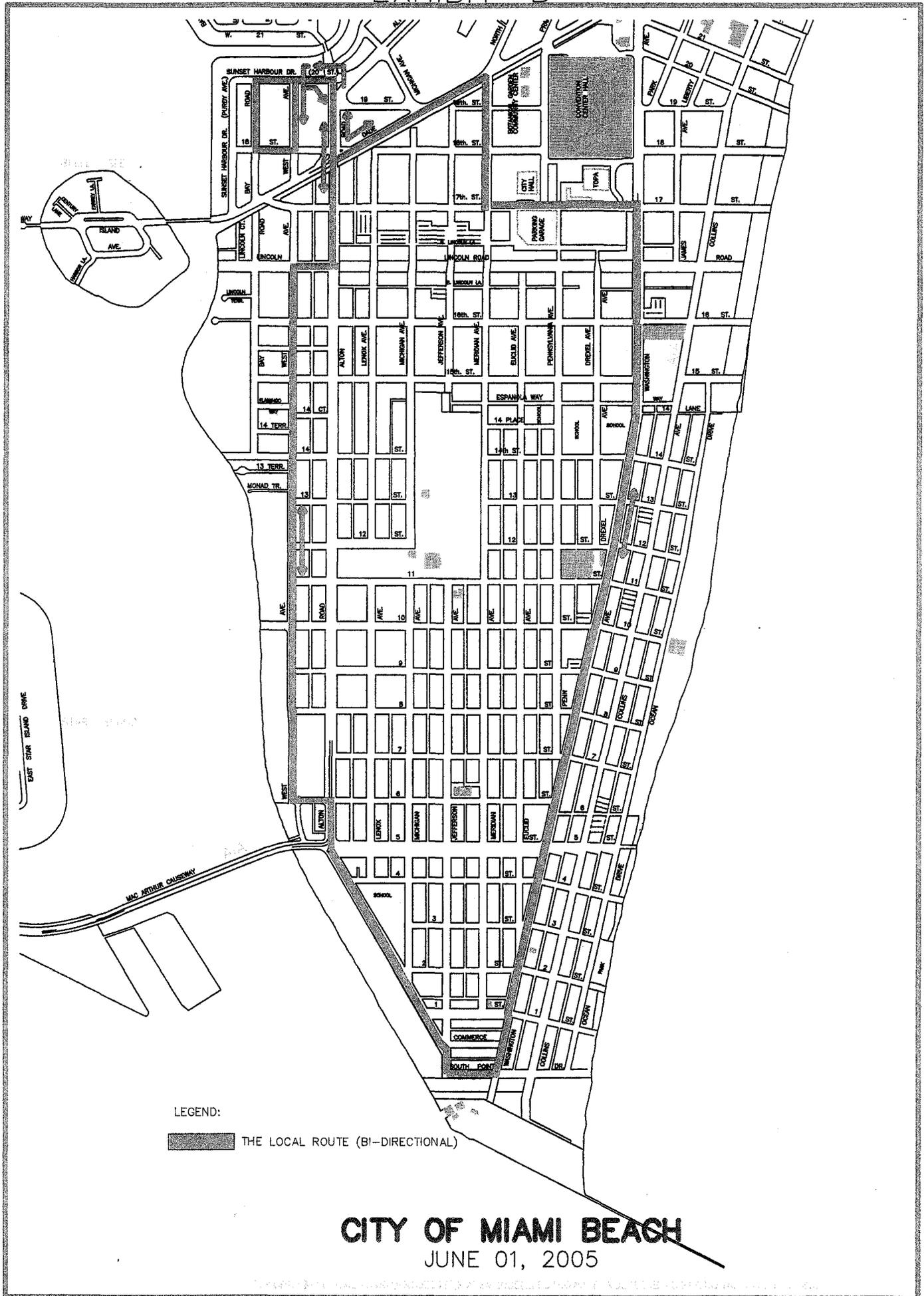


EXHIBIT "B"



LEGEND:

 THE LOCAL ROUTE (BI-DIRECTIONAL)

CITY OF MIAMI BEACH
JUNE 01, 2005

22

EXHIBIT "C"

SCHEDULE

New Bi-Directional Circulator Service to South Beach

	<u>Schedule</u>	<u>Headways</u>
Weekdays/Saturdays	08:00 a.m. to 10:00 a.m.	15 minutes
	10:00 a.m. to 06:00 p.m.	10 minutes
	06:00 p.m. to 01:00 a.m.	15 minutes
Sundays/Holidays:	10:00 a.m. to 12:00 noon	15 minutes
	12:00 noon to 06:00 p.m.	10 minutes
	06:00 p.m. to 01:00 a.m.	15 minutes

EXHIBIT "D"

SERVICE QUALITY STANDARDS FOR New Bi-Directional Circulator Service to South Beach

1. Provide and maintain a full time Customer Service Representative who will ensure quality of service for "The Local" and will be the MDT contact person for the City and the Citizens' Advisory Committee to be appointed by the Miami Beach Commission.
2. Schedule and maintain under normal operating conditions headways of 10 minutes during peak hours, and 15 minutes during off peak hours, or better.
3. Maintain 100% bus availability during all service hours. With a replacement of breakdown buses within no more than 45 minutes
4. Conduct quarterly evaluation of service hours in order to meet ridership demands and efficiency of service.
5. Monitor operations and quality of services on a daily basis.
6. Maintain computer program to track and print out the following performance-related items:
 - o Ridership counts by fiscal year, month, week, day, and totals
 - o Golden Passport, STS, and Patriot Passport counts
 - o Ridership counts during special events
7. Conduct monthly performance evaluation of operations and fleet maintenance through the following measurements:
 - o Service complaints received
 - o Service complaints resolved.
 - o Safety/accident reports
 - o Road calls
 - o Work orders submitted
 - o Work orders completed.
8. Submit Quarterly Reports and July Report to the City as respectively required by Section 3.15 and 3.16 of the Interlocal Agreement.

The Service Quality Standards above mentioned, shall be made part of a Quarterly Performance Report to be submitted by Miami-Dade Transit (MDT) to the City Representative and a Commission-appointed Citizens' Advisory Committee for review and input.

EXHIBIT "E"

CUSTOMER SERVICE EXCELLENCE STANDARDS For New Bi-Directional Circulator Service to South Beach

City of Miami Beach Mission:

We are committed to providing excellent public service and safety to all who live, work, and play in our vibrant, tropical, historic community.

1. Drivers will pick this route in accordance with the CBA contract
2. Driver Training. When new drivers are hired, the County will conduct *Customer Service Excellence Training* for bus drivers and make courteous service part of driver performance evaluation. Refresher training shall be conducted in accordance with the CBA.

Drivers will be requested to

- a) Greet our transit passengers with a smile at all times.
- b) Help passengers with physical difficulties and/or disabilities to get in and out of the bus.
- c) Wait for all passengers to be properly seated prior to moving the bus.
- d) Do not skip any bus stop for reasons other than having a full bus load.
- e) Make a point of waiting a few seconds at the bus stop if you see a nearby passenger rushing and waiving to catch the bus.
- f) Respond to passenger in a courteous manner...the customer is not always right, but always deserves to be treated with dignity and respect.
- g) Provide basic information about the route service and/or connections to other MDT bus lines, on request.
- h) Provide basic information regarding specific South Beach locations and/or attractions, on request (Ambassadors Training).
- i) Provide accurate and understandable answers to passenger questions and/or requests.
- j) If the driver cannot provide an answer to a transit and/or service-related question, direct customer to the MDT-designated Customer Service Representative (phone number) who may have knowledge of the subject matter and respond to the question.
- k) Drivers will dress in attire that is professional, tasteful, appropriate and consistent with the CBA

Driver training shall also include the *Ambassador Training* provided herein as **Exhibit "F"**.

3. Customer Service Representative. The training listed under Item 2, above, will also apply to the full-time Customer Service Representative, specifically designated by MDT for this South Beach Circulator Service.
4. Customer Service Standards:

Telephone:

- Telephone will be covered during normal business hours, answering within the third ring.
- Employee will listen and take responsibility for providing an answer and/or solution to the customer question and/or complaint including lost and found inquiries.
- Request permission from the caller before transferring a call. In case the third person is unavailable, provide the caller with the name and number of the person, or ask if the caller wants to leave a message.
- Phone messages received will be responded to (if requested) in a timely manner, even if just to acknowledge receipt. An estimate of time to resolve the problem will be given if applicable.
- Voice mail messages will include employee's full name, working hours, and an optional phone number for customers to call.
- When employee is away from the office for an extended period of time, the voice mail message will communicate such absence and offer an option for the caller.
- Thank the customer for calling and ask if further assistance is needed prior to concluding the call.

Written correspondence:

- Written correspondence starts with a greeting.
- E-mail signatures will include the name, title, department, and contact number.
- Activate the e-mail Out-of-Office Assistance when away from the office for an extended period of time.
- Respond to letters within 10 business days.
- Correct spelling and grammar will be used, including accurate name and address.
- Provide complete, accurate, and precise information regarding the inquiries.
- Fax cover sheets will be legible and include name, telephone number, and the name and fax number of the receiver.

Personal Contact:

- Respond to customers in a courteous manner... the customer is not always right, but always deserves to be treated with respect
- Provide accurate and understandable solutions/options to customer requests or direct the customer to the appropriate person who may have knowledge in the subject matter.
- Average or maximum wait time without an appointment should be no longer than 30 minutes or scheduled for a mutually convenient time.

Monitoring our Standards:

- Our customer service team will oversee all customer service standards.
 - If drivers and/or Customer Service Representative fail to meet customer service standards, MDT, MBTMA, and City will implement an action plan to improve service.
 - We will listen and do all we can to resolve issues.
 - For questions and/or concerns, contact the Answer Center at 305-604-CITY.
5. In addition, County will develop with the City Representative and Citizens' Advisory Committee, performance measurements based on the above-mentioned Customer Service Excellence Standards.

EXHIBIT "F"

AMBASSADOR TRAINING PROGRAM

The following is made part of the Customer Service Excellence training program for the bus operators and other service providers of the new Bi-Directional Circulator Service to South Beach in accordance with the CBA:

1. It is essential that all trainees understand that we do not consider them bus operators - but, Ambassadors of Miami Beach to residents and visitors alike. Role playing skits are utilized to educate and illustrate the exceptional customer service that is expected.
2. Conduct site inspections of nine major attractions in South Beach:

Botanical Garden	Bass Museum
Holocaust Memorial	Wolfsonian-FIU
Chamber Visitor Centers	Art Deco Museum & Welcome Center
Art Center/South Florida	Jewish Museum

At each location, they are met by a representative who gives the Ambassadors a tour, explains the background of their venue and answers questions. The museums invite the trainees and a guest to come back at another time for longer visit, if so desired by the trainees.

Note: this training will have to be provided after the line-up pick, after working hours and in OT. Is the City willing to pay for it?

3. The site inspection is done as they drive the Bi-Directional Circulator route so the Ambassadors know exactly where each venue is located in relation to the route. There are also 15 points of interest along the route that the Ambassadors are required to remember:

Convention Center	Post Office
OPA	Public Library
City Hall/Historic City Hall	Colony Theater
Police Department	Miami Beach Marina
Lincoln Road	Boardwalk Access
South Pointe Park	New World Symphony
The Regal Cinema	South Shore Hospital
4. They are given a brief history on the founding and development of Miami Beach. Other "Helpful Hints" are also offered like: Halls C & D of the Convention Center are on Convention Center Drive, and Halls A & B on Washington Avenue.
5. This is necessary even if buses have automatic announcing systems. The Route Manager reviews this with the Ambassadors to ensure they are in compliance.

Twice a week the Transit Operation Supervisor (TOS) will ride the South Beach Transit Circulator buses to observe the Ambassadors adherence to these rules, retention of historical and geographical information, as well as friendly, polite and educated service.

RESOLUTION NO. 2005-25934

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI BEACH FOR THE PROVISION OF A BI-DIRECTIONAL TRANSIT CIRCULATOR ROUTE SERVICE, TO BE KNOWN AS "THE LOCAL", PURSUANT TO NEGOTIATIONS FINALIZED BY THE ADMINISTRATION, AT CITY COMMISSION REQUEST.

WHEREAS, Resolution No. 2005-25830, dated February 23, 2005, authorized the Administration to finalize negotiation of the required Interlocal Agreement between Miami-Dade County and the City of Miami Beach, for Miami-Dade Transit (MDT) to provide a bi-directional transit circulator route service in South Beach, to be known as "The Local"; and

WHEREAS, MDT has agreed to most of the Miami Beach requirements for The Local Service, such as implementation timelines; service schedules, frequency, and identity; quality of service and customer service standards; quality control officers and reporting obligations; and operating cost distribution and annual cost increases; and

WHEREAS, The Local will operate ten (10) diesel minibuses at ten-minute frequency during peak service hours, and approximately fifteen minutes off peak; the operating schedule will be Weekdays/Saturday from 8:00 a.m. to 1:00 p.m., and Sundays/Holidays from 10:00 a.m. to 1:00 a.m.; and

WHEREAS, an interim bi-directional Route W service will begin operation on September 24, 2005, utilizing existing MDT diesel minibuses; and

WHEREAS, full-scale operation of The Local Service, with newly-purchased diesel minibuses, featuring the City-designated logo and bus wrapping identity, will begin by February-March 2006, after a proper marketing effort is undertaken to introduce The Local Service to its patrons; and

WHEREAS, the proposed Interlocal Agreement is attached to and made part of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby authorize the Mayor and City Clerk to execute an Interlocal Agreement between Miami-Dade County and the City of Miami Beach for the provision of a bi-directional transit circulator route service, to be known as "The Local", pursuant to negotiations finalized by the Administration, at City Commission request.

PASSED AND ADOPTED this the 8th day of June, 2005.

ATTEST:

for Maria E. Montenegro
CITY CLERK Robert Parcher

David Dermer
MAYOR David Dermer

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

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M. H. Williams 6-3-05
City Attorney Date

CITY OF MIAMI BEACH

CITY HALL, 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



Department of Public Works

Telephone 305-673-7080
Facsimile 305-673-7028

June 22, 2005

Mrs. Judy I. Evans
Executive Director, MBTMA
777 41st Street, Suite 330
Miami Beach, FL 33140

SUBJECT: Ninety-Day Notice of Termination of Electrowave Shuttle Service

Dear Judy:

Pursuant to Section 4.10.2 of the General Management Services Agreement between the City of Miami Beach and the Miami Beach Transportation Management Association (MBTMA) for the Electrowave Shuttle Service, dated October 1, 2004, this is the City's official ninety (90) day notice to "terminate services for convenience of the City," effective September 25, 2005.

Effective Sunday, September 25, 2005, Miami Dade Transit (MDT) is scheduled to begin operation of a new bi-directional circulator route service in South Beach, to be known as "The Local," pursuant to the Interlocal Agreement between Miami Dade County and the City of Miami Beach, adopted by City Resolution No. 2005-25934, dated June 8, 2005.

Although the Electrowave Service is scheduled to terminate September 25th, the City recognizes that MBTMA will require approximately forty (40) days from this date to receive all sub-contractor and supplier invoices and fully close-out its General Management Services contract with the City. We request that MBTMA submit, as soon as possible, a plan and timeline for any close-out services that may require funding over and above the FY 2004-05 Electrowave budget, as amended by Resolution No. 2005-25931, dated June 8, 2005.

On behalf of the City of Miami Beach, I thank you for your dedicated and capable service in leading the pioneering Electrowave effort from its infancy, and for providing a successful circulator route service to the South Beach community.

Sincerely,

A handwritten signature in black ink, appearing to read "F. H. Beckmann".

Fred H. Beckmann, P.E.
Director of Public Works

FB/FV/aj

C: Jorge Gonzalez, City Manager
Robert Middaugh, Assistant City Manager
Fernando Vazquez, City Engineer
Roosevelt Bradley, Director, MDT

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