Memorandum

MIAMI-DADE COUNTY

Date: September 4, 2007

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

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Resolution Authorizing Approval for Execution of a Retroactive Interlocal Agreement Between Miami-Dade County and the City of Hialeah for the Provision of Public Transportation Services

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RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) retroactively approve an Interlocal Public Transportation Services Agreement between Miami-Dade County (County) and the City of Hialeah for operation of a public transportation circulator service.

This agreement is in the best interest of Miami-Dade County because it will provide both County and City of Hialeah residents and visitors a continuation of this needed public transportation service. In addition, it will continue to increase resident's mobility, help decrease the need for area-specialized transportation services provided by the County, and will continue to connect the City of Hialeah public transportation circulator route with existing Miami-Dade Transit (MDT) public transportation services.

SCOPE

This interlocal agreement has an impact on Miami-Dade Commission District 13.

FISCAL IMPACT/ FUNDING SOURCE

There is no direct cost to the County for this interlocal agreement with the City of Hialeah. The City shall, at its sole option, provide grant-matching funds for State and/or federal grants for capital or operating funds to be used for public transportation services.

TRACK RECORD/MONITOR

This is the second Interlocal Public Transportation Services Agreement the County has entered into with the City of Hialeah. On September 7, 2000, the Board approved an Interlocal Public Transportation Services Agreement with the City for two years, with three one-year options to renew. The manager responsible for monitoring for this interlocal agreement is Tony Arroyo, Chief, MDT Materials Management.

BACKGROUND

The Interlocal Public Transportation Services Agreement between Miami-Dade County and the City of Hialeah, allows the City to operate public transportation circulator routes within the City to complement MDT bus service. The objective of the Interlocal Agreement is to provide an alternative form of supplemental public transit service to the residents and visitors of Hialeah.

This agreement is for a five-year term with two one-year options to renew. The City shall provide public transportation services on one or more routes (Figure 1) within the City of Hialeah and during the timeframes reflected in Figure 2. A copy of the Interlocal Public Transportation Services Agreement is attached hereto as reference.

As indicated, the original agreement was entered into in September 2000 for a two-year period. The agreement was amended June 4, 2002 (R-582-02) and extended for five years—from March 24, 2002 through March 23, 2007—without provisions for further extensions. Although the City continues to operate this service, Board approval for continuation of this agreement is required.

The Hialeah Transit System (HTS) is composed of two routes, the Flamingo and the Marlin. The fare for the HTS is $1.25; transfers to a MDT bus are 25¢ cents.

Key provisions of the agreement include:

- The City will provide transit services at no cost to the County.
- Weekdays the routes operate from 6 a.m. to 9 p.m, and on weekends from 9 a.m. to 5 p.m. The Flamingo operates every 30 minutes while the Marlin operates every 45 minutes.
- The City will adhere to all federal, state and local transit operating requirements.
- The County shall provide information on the City of Hialeah's transit services through MDT's routine and customary public information dissemination modes (i.e. maps, materials, etc.).

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: September 4, 2007

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

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

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
Veto _____
Override _____

Agenda Item No. 8(J)(1)(B)
09-04-07

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF THE RETROACTIVE INTERLOCAL AGREEMENT BETWEEN MIAMI – DADE COUNTY AND THE CITY OF HIALEAH FOR THE PROVISIONS OF PUBLIC TRANSPORTATION SERVICES

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 finds it is in the best interest of the County and the City of Hialeah to implement and execute the attached retroactive Interlocal Public Transportation Services Agreement and authorize the County Mayor, or his designee, to execute same.

The foregoing resolution 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:

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of September, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney
as to form and legal sufficiency.

Bruce Libhaber

Interlocal Agreement Between
Miami-Dade County and the City of Hialeah
for the Provision of Public Transportation Services

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

WITNESSETH:

WHEREAS, residents of the City of Hialeah are not adequately served by public transportation; and

WHEREAS, many of the residents of the City of Hialeah do not have easy access to existing circulator services due to limited mobility; and

WHEREAS, the provision of regularly scheduled transit circulator services can help decrease the need for specialized transportation services by the County; and

WHEREAS, the provision of regularly scheduled transit circulator service will connect with existing Miami-Dade Transit (MDT) services and help increase the use of services provided by MDT; and

WHEREAS, the City has sponsored and is willing to provide an alternative form of supplemental public transit throughout the City and has secured and obligated the necessary funds to provide;

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 circulator services as described in this Agreement under contract to the City.

1.3 "Circulator" shall mean fixed route or semi-fixed route public transportation circulator services where at least seventy (70%) percent of the route is within the City and said circulator service is operated by the City, directly or by contract, pursuant to this Agreement and Chapter 31 of the Code of Miami-Dade County.

1.4 "The County" shall include Miami-Dade County, the Miami-Dade Transit, the Miami-Dade Consumer Services Department, and authorized representatives thereof.

1.5 "The City" shall mean City of Hialeah and authorized representatives thereof.

1.6 "FDOT" shall mean the Florida Department of Transportation and authorized representative thereof.

1.7 "MDT" shall mean the Miami-Dade Transit and authorized representatives thereof.

1.8 "USDOT" shall refer to the U.S. Department of Transportation, its rules and regulations, and representatives thereof.

1.9 "FTA" shall mean the Federal Transit Administration, its rules and regulations, and representatives thereof.

1.10 "CSD" shall mean the Consumer Services Department of Miami-Dade County and authorized representatives thereof.

1.11 "PTRD" shall refer to the Passenger Transportation Regulatory Division of CSD.

1.12 "Federal Reporting Requirements" shall mean those requirements referenced in 49 CFR Section 5335(a), as may be amended from time to time, and found in the National Transit Database Reporting Manual published by the FTA.

1.13 "Fares" for the circulator service shall mean individual transportation fees paid by public transit passengers in accordance with a schedule of fares adopted by County Ordinance.

1.14 "STS", Special Transportation Service, is the component of the conventional transit system designed to provide comparable circulator service to disabled individuals as mandated in the ADA.

ARTICLE 2

GENERAL REQUIREMENTS

2.1 Compliance with Applicable Laws and Regulations. The City and its contractors, if any, shall comply with all existing and future laws, statutes, ordinances, codes, rules, regulations, and procedural requirements, whether federal, state, or local, which are applicable to, or in any manner affect, the provision of City of Hialeah Circulator Services. The City 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 MDT and CSD. The City shall be responsible for obtaining copies of the appropriate laws, regulations, ordinances, and documents and complying therewith.

2.2 The County Regulatory Requirements. Prior to the commencement of the circulator service under this Agreement, the City and/or its contractors, if any, shall have current and valid certificates of transportation, permits, and chauffeur registrations as required by Chapter 31 of the Code of Miami-Dade County. The City and its contractors shall maintain such certificates, registrations and permits current during the Period of this Agreement. In no event shall the City or any of its contractors provide any transportation services contemplated by this Agreement until any and all County regulatory requirements are satisfied.

2.3 Vehicle Licensing. All vehicles utilized to provide transportation services shall at all times be properly licensed and permitted in accordance with applicable federal, state, and county requirements. Vehicle operators 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 mandated by MDT and CSD.

2.4 Vehicle Standards. Vehicles shall comply with all of the requirements contained in Chapters 30 and 31 of the Code of Miami-Dade County, pertinent state statutes and other directives as may be prescribed and required by CSD or MDT. All vehicles utilized to provide transportation services authorized by this Agreement shall at all times display a current and valid county permit and shall comply with safety, mechanical, and vehicular requirements mandated by applicable county, state, or federal requirements, including ADA.

2.5 Chauffeur Requirements. Vehicle chauffeurs shall at all times have a current and valid county chauffeur's registration. Vehicle chauffeurs shall also comply with any safety, mechanical, and vehicle standards mandated by applicable county, state, and federal requirements and as may be prescribed and required by CSD or MDT.

2.6 Proof of Compliance Prior to Operation. The City and/or its contractors, if any, shall provide the County with proof of compliance with licensure, insurance, and any other requirements mandated by the Code of Miami-Dade County, state statute, or federal law prior to commencement of the circulator service.

2.7 Purchase of Services/Sole Responsibility. The parties agree that this Agreement is a contract for the purchase of transportation services provided by the City for the benefit of the County. City employees, agents, and contractors providing transportation services shall be considered to be, at all times, solely employees, agents, and contactors of the City under its sole direction and not employees, agents, or contractors of the County.

2.8 Compliance with ADA. The City's circulator services shall comply with all applicable requirements of the ADA. The City and the County recognize their joint obligation to provide STS in the area served by the City's Circulator service. In fulfillment of the City's obligation, the City hereby contracts with the County to provide STS service for trips which have both their origin and destination within the City Circulator service area, as the County shall continue to provide such trips as part of its STS service at no cost to the City. To the extent that any terms in this Agreement are in conflict with the ADA, the requirements of the ADA shall control.

2.9 Compliance with Procurement Requirements. The City agrees 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.

2.10 County's Right to Submit Proposals and Bids. The County shall be given the opportunity to bid upon any Requests for Proposals, Requests for Qualifications, or Requests for Bids which the City shall issue regarding the provision of transportation service and shall be considered, along with private contractors, for provision of services to be provided by the City pursuant to this Agreement.

2.11 Drug-free Workplace and Testing. In accordance with the Code of Miami-Dade County, the City shall certify that it will have a drug-free workplace program. Further, the City shall require pre-employment drug testing and other periodic drug testing for all persons holding safety-sensitive positions, as defined by USDOT, related to transit operation. Effective upon execution of the Agreement, the City shall require that its employees or contractor, 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.

2.12 City Representative. The City shall designate individual(s) to act as liaison to the County and notify the County thereof. The City shall promptly notify the County of any changes.

2.13 County Representative. The County shall designate individual(s) to act as liaison to the City and notify the City thereof. The County shall promptly notify the City of any changes.

2.14 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 Mayor, or their designees, subject to authorization by their respective Boards. 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 Mayor of the City of Hialeah, or their designees.

ARTICLE 3

CITY OF HIALEAH TRANSPORTATION SERVICES

3.1 Provision of City Circulator. The City shall provide public transportation services on one or more routes within City of Hialeah as contained in **Figure 1** and schedules contained in **Figure 2**, copies of which are attached hereto and made a part thereof. Final determination of routes and schedules will be made during the implementation phase of the program. Any changes to **Figure 1 or 2** 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 Mayor of the City of Hialeah, or their designees.

3.2 Fares. The City shall operate the Circulator charging a Circulator fare in accordance with public transit fares established by the County, as may be modified from time to time pursuant to Section 2-150 of the Code of Miami-Dade County. Notwithstanding the foregoing, the City may, upon approval of the County Manager, charge passengers another fare for the use of the Circulator, in accordance with public transit fares established by the County, as may be modified from time to time pursuant to Section 2-150 of the Code of Miami-Dade County. The City may charge a fare other than a fare established by the County upon approval of the County as provided in Section 2-150 (c) of the Code of Miami-Dade County. The City shall accept MDT passes, transfers or identification entitling a passenger to ride a Metrobus without paying any additional fare.

3.3 Connection and Coordination with County Bus Routes. The Circulator shall connect with regular County Metro routes at points where the routes intersect, merge or diverge.

3.4 Operation of Routes Their Entirety. The City shall be responsible for ensuring that Circulator routes are operated in their entirety with no deviation from the approved routes and schedules unless otherwise authorized by the City.

3.5 Shuttle Shown on County Bus Schedules. The County shall include the Circulator on the County's Transit Map. Such inclusion shall commence with regular publication of the County's Transit Map next occurring after commencement of the Circulator operations. The County shall also provide information on the City's Circulator service through MDT's routine and customary public information dissemination processes, including its transit information telephone service.

3.6 Issuance of Circulator Schedules. The County shall make available to its Metrobus, Metrorail, and Metromover passengers maps and schedules provided by the City to MDT.

3.7 Planning and Scheduling of Circulator Routes. The County, through the MDT Director or his designee, may assist the City staff with technical support for planning and scheduling of City circulator services.

3.8 Acceptance of Transfers. The City shall accept transfers from riders using the County's Metrobus service. The City shall provide passengers using the Circulator Service with transfers supplied by the County at no cost to the City, which shall entitle passengers to transfer to the County's Metrobus service at designated transfer points. The County shall accept transfers from riders using the City's Circulator Service. Transfer charges shall be in accordance with current public transit fares established by the County pursuant to Section 2-150 of the Code of Miami-Dade County. The City and the County shall retain all transfer fees respectively collected.

3.9 Use of Logo. The City may wish to design a logo uniquely identifying its circulator service. If they do so, such logo shall at all times be displayed on the exterior of all vehicles operation pursuant to this Agreement. The County shall allow the display of the Circulator service logo on the County's bus stop signs at all stops common to the City and the County bus routes. The City shall be responsible for placing the logo on the pertinent signs.

Figure 2

Schedule of Operations for Each Route

Monday	15 hours at 30 minute intervals
Tuesday	15 hours at 30 minute intervals
Wednesday	15 hours at 30 minute intervals
Thursday	15 hours at 30 minute intervals
Friday	15 hours at 30 minute intervals
Saturday	8 hours at 45 minute intervals
Sunday	8 hours at 45 minute intervals

3.10 Bus Stop Signs and Signposts. The City may provide, install, and maintain bus stop signs and signposts at stops along the City's Circulator routes. In the event that the City, its contractor, licensee, permittee, or assignee installs sign facilities that can accommodate Metrobus bus stop information, the County may elect to utilize the City's sign facility to display Metrobus bus stop information. If such election is made, MDT shall provide to the City the materials to be displayed on the bus stop sign facility, in the size and format to be specified by the City, and the City will remove the County's signs and return the signs to the County. The City shall be responsible for installing the Metrobus stop information in/on the bus stop sign facility.

3.11 Non-Interference and Non-Disturbance. The County and the City hereby mutually agree not to interfere with or unreasonably impede the free flow of pedestrian movement or of each other's public transit vehicular traffic or passengers accessing of egressing Metrobus or Hialeah Circulator service in-service vehicles.

3.12 Acceptance of Tokens and Passes. The City shall accept the County's authorized transit tokens and passes. To redeem tokens, the county shall pay the City the token purchase price per redeemed token, in accordance with the current public transit fares established by the County pursuant to Section 2-150 of the Code of Miami-Dade County. Such redemption shall be as needed.

ARTICLE 4

RECORDS AND REPORTS

4.1 Reporting Requirements. The City shall collect or assure the collection of all information required for Federal and State reporting purposes, and shall provide collected and compiled information to the County no less often than quarterly. The City shall annually prepare and submit audited National Transit Data Base reports as required by the USDOT and submit to the County a copy of said reports no later than ninety (90) days after the close of the County's fiscal year.

4.2 Additional Information. The City shall provide additional information about the City Circulator service operations as requested by the County within thirty (30) days, unless a different time period is agreed upon by the City and the County.

ARTICLE 5

INSURANCE

The parties hereto acknowledge that the City is self-insured governmental entity subject to the limitations of Section 768.28, F.S. The City shall institute and 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, F.S. The City shall collect and keep on file documentation of insurance of any and all private providers operating the City of Hialeah Circulator service routes. In the event that the City contracts with a private vendor for services, the City shall require contractor to meet the insurance requirements shown in **Figure 3**, as a minimum. The City shall further require the private operator to include the County as a named insured and shall provide the County with a copy of the insurance policy purchased by any contractor prior to the provision of Circulator service operations.

Figure 3
Insurance Check List
(Form H from City of Hialeah Request for Proposals for Contract for Municipal Circulator Services)

_____ 1. Worker's Compensation and Employer's Liability per the Statutory limits of the state of Florida.

_____ 2. Commercial General Liability (occurrence form), limits of liability $1,000,000 per occurrence for bodily injury property damage to include premises/operations; products and completed operations; independent Contractors; broad form property damage endorsement and contractual indemnity (hold harmless endorsement exactly as written in "insurance requirements" of specifications).

_____3. Automobile Liability - $1,000,000 each occurrence owned/non-owned/hired automobiles included.

_____4. Excess Liability - $ _____.00 per occurrence to follow the primary coverage.

_____5. The City must be named as an additional insured on the liability policies; and it must be named as an additional insured on the liability policies; and it must be stated on the certificate.

_____6. Other Insurance as indicated:

_____ Builders Risk completed value	$_____
_____ Liquor liability	$_____
_____ Fire legal liability	$_____
_____ Protection and indemnity	$_____
_____ Employee dishonesty bond	$_____
_____ Other blanket fidelity bond	$ 10,000.00

_____7. Thirty days written cancellation notice required.

_____8. Best's guide rating B+: VI or better, latest edition.

_____9. The certificate must state the bid number and title.

ARTICLE 6

IDEMNIFICATION

6.1 The City shall, to the extent permitted by law at all times hereafter, indemnify and hold harmless the County, and its officers, agents, employees and instrumentalities from any and all liability, claims, losses, and causes of action, including attorneys' fees and costs of defense which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kinds or nature arising out of, or relating to or resulting from the negligence of the City and/or its officers, employees, agents or instrumentalities, during the term of this Agreement. The City shall pay all claims and losses in connections therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments and reasonable attorneys' fees which may issue thereon. The City expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the City shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents or instrumentalities as herein provided. Nothing herein shall be deemed to indemnify the County from any liability or claim arising out of the negligent performance or failure of performance of the County, its officers, employees, agents or instrumentalities or any other related third party. This paragraph is subject to the limitations of Section 768.28, F.S.

6.2 The County shall, to the extent permitted by law at all times hereafter, indemnify and hold harmless the City, and its officers, agents, employees and instrumentalities from any and all liability, claims, losses, and causes of action, including attorneys' fees and costs of defense which the City or its officers, employees, agents or 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 negligence of the County and/or its officers, employees, agents or instrumentalities, during the term of this agreement. The County shall pay all claims and losses in connections therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments and reasonable attorneys fees which may issue thereon. The County expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the County shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents or instrumentalities as herein provided. Nothing herein shall be deemed to indemnify the City from any liability or claim arising out of the negligent performance or failure of performance of the City, its officers, employees, agents or instrumentalities or any other related third party. This paragraph is subject to the limitations of Section 768.28, F.S.

6.3 In the event the City contracts for transportation services authorized by this Agreement, the contractor shall, in its contract with the City, be required to indemnify and hold harmless the County, and its officers, agents, employees and instrumentalities from any and all liability, claims, liabilities, losses, and causes of action, including reasonable attorneys' fees and cost of defense which the County, the City or their 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 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 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 or their 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, their officers, employees, agents or instrumentalities or any other related third party.

ARTICLE 7

FINANCIAL ASSISTANCE

7.1 Grant Matching Funds. The City shall, at its sole option, provide grant-matching funds for state and/pr federal grants for capital or operating funds to be used for the Transportation Services. The County, upon agreement with the City, may, but shall not be required to, provide all or part of cash or other types of matches required for state and federal grants which may be received by the City for the Circulator service, or for expansion of the Circulator service, in future years.

7.2 Bus Shelters and Benches. The City shall, at its sole option, provide, install, and maintain bus shelters, benches and other bus stop furnishings, at those Circulator service stops along the City's routes where the City, or its contractor, feels that there is a need for such furnishings.

7.3 Bus Stops and Bus Bays or Pull-outs. The City shall, at its sole option, provide, install, and maintain bus stop sites, including bus bays or pull-outs at Shuttle stops along the City's circulator routes, provided that any proposed bus bays or pull-outs and any proposed modifications or reconfigurations to existing bus bays or pull-outs shall be first reviewed and approved by the County or State, as appropriate.

7.4 City's Share of Supplemental Federal Funding. Beginning with the first year in which the circulator service's operating statistics are reflected in the National Transit Data Base, where those operating statistics result in new or supplemental federal funds flowing to the County, and where those new or supplemental funds are solely attributable to the Circulator service's properly reported operations, the County agrees to pay the City its attributable share of federal formula funds received from USDOT no less than sixty (60) days after funding is received from the federal government, less any direct grants received by the City from the County for the Circulator, provided that the funds remitted to the City herein shall be used for the expansion, enhancement or maintenance of the Circulator service program.

As used herein, the City's attributable share shall be one half of the amount equivalent to those Supplemental Urbanized Area Formula Funds, as described in 49 U.S.C. section 5307, as may be amended from time to time, that the County received as a direct result of Circulator service operations provided by the City pursuant to this Agreement and as included in the National Transit Data Base. Said attributable share shall be calculated utilizing the following formula:

Multiply the City's properly reported annualized Bus Revenue Vehicle

Miles statistic that was used in the apportioned federal program for a fiscal year "Unit Value for Bus Vehicle Miles for Urbanized Areas over 1,000,000" as reported in the table of Unit Values for Formula Grant Apportionments, published annually in the Federal Register; and then multiply that amount by 0.5.

NOTE: Historically, apportioned funds are allocated to the County two (2) years after Bus Revenue Vehicle Miles are reported to federal government.

7.5 City's Share of Supplemental State Funding. In the event the event that the Circulator operations contribute to an increase in the County's State transportation funding, beginning with the first year in which service is reflected in State's reporting system, the County agrees to pay the City its attributable share (one half of the supplemental funding), as defined in paragraph 7.4 above, of new or supplemental State Transportation Block Grant funding received by the County from FDOT no less than sixty (60) days after funding is received from the State less any direct grants received by the City from the County for the Shuttle. The State funding formula can be found at Section 341.052(6), F.S.

7.6 Comparable Agreements. In the event that the County enters into an Interlocal Agreement with any other municipality for Circulator services which are comparable to the services provided herein, but upon more favorable terms for the municipality than the terms provided herein, County agrees to amend this Agreement, if requested by the City, to provide substantially equivalent favorable terms to the City as those provided in such other County/Municipal Interlocal Agreements.

ARTICLE 8

TERMS, MODIFICATIONS AND MISCELLANEOUS PROVISIONS

8.1 Term of Agreement. This Agreement shall commence upon approval of the Board of County Commissioners and the Council of City of Hialeah and the execution by the County Mayor or his designee and authorized City Mayor and shall remain in force for five years thereafter. This Agreement is subject to two one-year options to renew, by agreement between the County Manager and the Mayor.

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

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

8.4 Termination for Cause. This agreement may be terminated for cause by either party upon no less than thirty (30) days written notice to the other party, except when Shuttle operations are in violation of health and/or safety-related provisions of state statutes or the Code of Miami-Dade County, in which case termination shall be as determined by the County Manager. Said notice shall be delivered by verified facsimile transmission or certified mail, return receipt requested. The noticed party shall have the opportunity to cure any stated cause for termination within a reasonable notice period, in which case the terminating party may cancel the termination notice using the same means by which the notice of termination delivered.

8.5 Termination without Cause. The County or the City may terminate this Agreement without cause upon no less than sixty (60) days written notice to the other party. If the County or the City terminates this Agreement with or without cause, the City agrees to reimburse the county on a prorated basis for financial assistance it has received for the year.

8.6 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 below:

FOR MIAMI-DADE COUNTY:

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

Attention: Director, Miami-Dade Transit Agency
Fax: (305) 375-4605

FOR CITY OF HIALEAH:

City of Hialeah
501 Palm Avenue, 4th Floor
Hialeah, FL 330`0-4789

Attention:

8.7 Name of Payee. The name of the official payee to whom the County shall issue checks shall be City of Hialeah.

8.8 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.

8.9 Execution. This document shall be executed in four (4) counterparts, each of which shall be deemed an original.

8.9 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida.

8.10 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

ATTEST:

FOR THE COUNTY:

Miami-Dade County,
A political subdivision of the State of Florida

County Clerk

By its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
County Manager

Date Executed: _____

Approved as to Form and Legal Sufficiency

By: _____
Assistant County Attorney

ATTEST:

FOR THE CITY:

City of Hialeah
A political subdivision of the State of Florida

By: _____
City Clerk

By: _____
Mayor

Date Executed: 4-22-07

Approved as to Form and Legal Sufficiency

By: William Grodnick
City Attorney