Memorandum

MIAMI-DADE COUNTY

Date: October 7, 2008

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

Agenda Item No. 18(A)(1)

From: George M. Burgess
County Manager

Subject: Resolution Ratifying the Execution of an Interlocal Agreement with the City of Homestead and Miami-Dade County for Federal Funding Pass-Through Arrangements from Federal Transit Administration Fiscal Year 2006 Funds of $495,000 for Purchase of Trolleys and for Provision of City Trolley Services in the City of Homestead

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RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) ratify the execution of an Interlocal Agreement, in substantially the form attached hereto, between Miami-Dade County and the City of Homestead for Federal funding pass-through arrangements for Federal Transit Administration (FTA) Fiscal Year 2006 funds of $495,000 for the purchase of trolleys and provision of trolley services in the City of Homestead.

SCOPE

While this trolley service will be operated by the City of Homestead and is primarily located within Commission Districts 8 and 9, the impact of the project benefits the riding public through its connection with the South Miami-Dade Busway, and is therefore, countywide.

FISCAL IMPACT/FUNDING SOURCE

There is no fiscal impact to the County as this is a pass-through for the City of Homestead.

The City of Homestead will utilize a portion of its municipal share of Charter County Transit System Surtax (Surtax) funding in the amount of $123,700 to provide its required local match for this Federal funding pass-through.

TRACK RECORD/MONITOR

Miami-Dade Transit (MDT) has entered into numerous funding agreements with FTA over the course of 25 years. MDT has also coordinated prior transit-related projects with the City of Homestead—most recently June 26, 2007 through Resolution No. R-759-07. The staff responsible for managing this Interlocal Agreement is Doug Greist, MDT, Manager, Budget and Management Services.

DELEGATED AUTHORITY

In accordance with Section 2-8.3 of the Miami-Dade County Code related to identifying delegation of Board authority, there are no authorities beyond that specified in the Resolution which include authority for the County Mayor, County Mayor's designee, or MDT Director to execute and terminate this agreement; and execute any additional agreements or amendments as required in order to carryout the project, and to receive and expend funds in accordance with the terms of the agreement.

BACKGROUND

In Fiscal Year 2006, the City of Homestead was allocated a total of $495,000 in FTA funds for a bus-related project involving an East-West Bus Connector project. Because the City of Homestead is not a designated recipient for FTA funds, the mechanism created through this Interlocal Agreement will allow

the funds to be incorporated within an FTA grant with MDT and will be considered as a pass-through, in accordance with FTA guidelines. This process will allow Homestead to purchase trolleys and to provide trolley services operating within the City of Homestead, but complementing existing County bus routes in the area via the South Miami-Dade Busway. The City of Homestead will operate the service and provide appropriate invoices to MDT, which will reimburse the City of Homestead and, in turn, will receive payment from FTA.

The City of Homestead will provide transportation services on a trolley system operating within the City of Homestead. The proposed trolleys will alternate between three routes: Mowry Drive/Campbell Drive Circulator, the South Circulator, and the Northwest Circulator. The terms of the Interlocal Agreement state that any changes to the routes or schedules shall be consistent with Chapter 31 of the Code of Miami-Dade County and be effective only upon written consent of the County Manager and the Mayor of the City of Homestead, or their designees. The schedule for the routes will be determined at a later date. No fare will be charged by the City of Homestead for this service.

Additional key provisions of the agreement include the requirement that the City will adhere to all Federal and State operating requirements, will pay the County an administrative fee for grant administration, finance, project management, and performance reporting, will provide all ridership and other data mandated by Federal and State reporting guidelines, and that MDT may provide the City of Homestead with technical support for planning and scheduling of the City's trolley service.

MDT received a request from FTA on August 14, 2008, to assist the City of Homestead in securing these funds. It was necessary to execute this item under the ratification authority because the funding would lapse if the Interlocal was not executed as of September 2, 2008.

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: October 7, 2008

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

SUBJECT: Agenda Item No. 18(A)(1)

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. 18(A)(1)
10-7-08

RESOLUTION NO. _____

RESOLUTION RATIFYING THE COUNTY MAYOR'S ACTION OF EXECUTING AN INTERLOCAL AGREEMENT WITH THE CITY OF HOMESTEAD AND MIAMI-DADE COUNTY FOR FEDERAL FUNDING PASS-THROUGH ARRANGEMENTS FROM FEDERAL TRANSIT ADMINISTRATION FISCAL YEAR 2006 FUNDS OF $495,000 FOR PURCHASE OF TROLLEYS AND FOR THE PROVISION OF CITY TROLLEY SERVICES IN THE CITY OF HOMESTEAD; AND AUTHORIZING THE COUNTY MAYOR, OR COUNTY MAYOR'S DESIGNEE TO EXERCISE 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; and

WHEREAS, at the County Commission meeting of July 17, 2008 this Board authorized the County Mayor to administer County business during the period of July 17, 2008 through August 29, 2008 (Agenda Item No. 12A1); such action taken to be in accordance with the policies and procedures established by the Board of County Commissioners and be submitted to the Board for approval at the County Commission meeting of October 7, 2008,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board ratifies the County Mayor, or County Mayor's designee's action of:

Section 1. Executing the agreement between Miami-Dade County and the City of Homestead for the City to purchase a trolley and operate a trolley service within the City of Homestead and for the City to receive $495,000 in pass-through funds from the Federal Transit Administration (FTA), in substantially the form attached hereto and made a part hereof.

Section 2. This Board further authorizes the County Mayor, County Mayor's designee, or the Miami-Dade Transit (MDT) Director to receive and expend funds in accordance with such aforementioned 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. County staff is authorized to furnish such additional information as may be required in connection with the Interlocal Agreement.

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 7th day of October, 2008. 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 Transit Agency and the City of Homestead
For Federal Funding Pass-Through Arrangements (FTA 5309) and for the City to Operate Circulator Services

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

WITNESSETH:

WHEREAS, Miami-Dade Transit Agency, an Urbanized Area Formula Program grantee agrees to pass through FTA 5309 funding for the City of Homestead, a designated FTA funding recipient.

WHEREAS, using that funding and a City provided local match, the City of Homestead will provide transportation services within the City to and from the South Miami-Dade Busway to the benefit local residents and businesses within the City and within sections of Miami-Dade County north of the City; and

WHEREAS, the City will provide the citizens of the City of Homestead with improved public transportation by operating, directly or through a transportation contractor, which will meet the local needs; and

WHEREAS, the provision of regularly scheduled transit Trolley services, to be marketed as the "Homestead Trolley" which connects with existing Miami-Dade Transit (MDT) Metrobus services and help increase the use of the transit 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 Trolley 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 Homestead 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 "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 Homestead 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. 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 Mayor and the City Manager, or his/her 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 Homestead, or their designees.

ARTICLE 3

CITY OF HOMESTEAD CIRCULATOR SERVICES

3.1 Provision of City Circulator Services. The City shall provide public transportation services on a Trolley system operating within the City of Homestead. The proposed trolleys will alternate between three routes: Mowry Drive/Campbell Drive Circulator, the South Circulator, and the Northwest Circulator. Any changes to routes/schedules 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 Homestead, or their designees.

3.2 Connection and Coordination with County Bus Routes. These routes will complement existing County Metrobus routes and will provide the citizens of Homestead with improved public transportation, which will meet the local public needs. The use of the Homestead Trolley will benefit local businesses along the Busway.

3.3 Operation of Routes Their Entirety. The City shall be responsible for ensuring that Homestead Trolley route(s) are operated in their entirety with no deviation from the approved routes and schedules unless otherwise authorized by the City.

3.4 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 marketed ad the Homestead Trolley.

3.5 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 where space is available for such logos to be placed.

3.6 Bus Stop and Signposts. The City may provide, install, and maintain bus stop signs and signposts at stops along the City's Circulator routes, which are not also stops for Metrobus routes. If he City, its contractor, licensee, permittee, or assignee wishes to install bus stop signs at common bus stops, MDT must agree to such action and the City shall provide facilities that can accommodate Metrobus bus stop information. That accommodation shall be either in the form of space for Metrobus route decals or space for Metrobus signs common to all other Metrobus stop signs. If Metrobus information is to be displayed on City bus stop signs, 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 County. The City shall be responsible for installing the Metrobus stop information in the bus stop sign facility per the specification of the County. If the City moves or discontinues the bus stop where the sign is the City's, the City shall be responsible for the cost of moving or removing the Metrobus stop information. If the County moves or discontinues the bus stop where the sign is the County's, the County shall be responsible for the cost of moving or removing the Homestead Trolley stop information.

3.7 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 Metrobus or Homestead Trolley service in-service vehicles.

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 monthly/quarterly as required by the County, State or FTA. The FTA through Miami-Dade County requires quarterly Financial Status Reports (FSR), Milestones, and Ridership Reports. The City shall also report monthly ridership performance data. 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 Trolley service operations as requested by the County within thirty (30) days, unless a different time period is agreed upon, in writing, by the City Manager and the County Mayor or his/her designee.

4.3 Administrative Fees. The City shall pay the County a 5% fee of the FTA FY 2006 award of $495,000.00 totaling $24,750.00 for grant administration, finance, project management, and performance reporting. The County shall be entitled to an administrative fee of 5% for any and all future FTA 5309 grants awarded to the City for which the County provides grant application, grant administration, finance, project management and performance reporting services.

4.4 National Transportation Database (Section 15) Reporting Timely Annual Reporting Statistics as required by the Federal Transit Administration (FTA), National Transit Database, as defined in the annual FTA National Transit Database Reporting Manual and FTA Circular 2710.2A, "Sampling Procedures for Obtaining Demand Responsive Bus System Operating Data" which may be amended from time to time by the FTA. (Formerly known as Section 15 Reporting.) Supporting documentation shall be submitted to the County if requested in writing.

4.5 Accidents and Incidents. In addition to emergency and police notifications, the City shall be responsible for ensuring that all accidents and incidents are promptly reported to the County and subsequently that adequate and appropriate documentation of investigation, using National Safety Council definitions, be furnished to the County within three (3) working days. Initial notification of accidents or incidents shall be reported on a form approved by the County within 24 hours of occurrence. Any accident involving major damage, serious personal injury or loss of life shall be reported to the County within 1 hour of occurrence. Records shall be kept for at least three (3) years for each accident a vehicle is involved in, including the repair work required to return the vehicle to service.

The City must also provide to the Miami-Dade County Consumer Services Department (CSD), Passenger Transportation Regulatory Division (PTRD) one (1) copy of each accident report within 72 hours of such accident. The City must also furnish the County all accident and incident data as required for the FTA National Transit Database (NTD), as defined in the FTA NTD Safety and Security Reporting Manual, including the Major Incident Report (within 30 days of occurrence) and the Non-Major Summary Reports (monthly, before end of month following report month).

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 Homestead Trolley 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 1**, 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 Trolley service operations.

Figure 1
Insurance Check List
(Form H from City of Homestead 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 be responsible for providing grant-matching funds for state and/or federal grants for capital or operating funds to be used for the Transportation Services provided under this Agreement. The County, upon agreement with the City, may at it's sole discretion, 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 Transportation Services provided under this Agreement.

7.2 Bus Shelters and Benches. The City shall, at its sole option, provide, install, and maintain bus passenger shelters, benches and other bus stop furnishings, at bus stops along the City's Circulator 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 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 Trolley 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 Trolley Services , provided that the funds remitted to the City herein shall be used for the expansion, enhancement or maintenance of the Trolley service program.

7.5 Future Allocations. At the request of the City, the County may submit future applications for FTA 5309 funding under the same terms and conditions outlined within this Agreement.

7.6 Comparable Agreements. In the event that the County enters into an Interlocal Agreement with any other municipality for Trolley 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 Homestead and the execution by the County Mayor or his/her designee and authorized City Manager.

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 Circulator 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 Mayor. 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) 375-2597

FOR CITY OF HOMESTEAD:

City of Homestead
551 S.E. 8th Street
Homestead, FL 33030

Attention: Director of Public Works

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

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.

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

N 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~~ MAYOR.

Date Executed: _____

Approved as to Form and Legal Sufficiency

By: _____
Assistant County Attorney

ATTEST:

FOR THE CITY:

City of Homestead
A political subdivision of the State of Florida

By: _____
City Clerk

By: _____
City Manager

Date Executed: _____

Approved as to Form and Legal Sufficiency

By: _____
City Attorney