Memorandum

MIAMI-DADE COUNTY

Date: November 20, 2008

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

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

From: George M. Burgess
County Manager

Subject: Execution of a Memorandum of Understanding (MOU) Between Miami-Dade County and Miami-Dade Metropolitan Planning Organization (MPO) for Specified Pass-Through Funding from the Federal Transit Administration (FTA) and/or the Florida Department of Transportation (FDOT)

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached Resolution, authorizing Miami-Dade Transit (MDT) to proceed with the specified pass-through arrangements, for the Metropolitan Planning Organization (MPO) to receive funds allocated, through the Federal Transit Administration (FTA) and/or State funds from the FTA and Florida Department of Transportation (FDOT), to fund the South Florida Vanpool Program (SFVP).

SCOPE

As the South Florida Vanpool Program provides transportation service to residents in Miami-Dade, Broward and Monroe counties, this agenda item has a county-wide impact.

FISCAL IMPACT/FUNDING SOURCE

There is no fiscal impact to Miami-Dade County. The appropriated amount for FY 2008 is $1,325,720, of which MDT will receive a 5% administrative fee ($66,286). The balance, $1,259,434, will be used to continue with the enhancement, expansion and operation of the program.

TRACK RECORD/MONITOR

MDT currently does not have a Memorandum of Understanding with the MPO. The MPO staff responsible for oversight and monitoring of funds received is Jesus Guerra, Transportation System Analyst.

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, or County Mayor's designee, to execute contracts and agreements for and on behalf of Miami-Dade County; receive and expend funds in accordance with the contracts and agreements; and file and execute any additional agreements, revisions, or amendments as required.

BACKGROUND

The South Florida Vanpool Program (SFVP) was created by the MPO in 1998 (MPO Resolution #39-95) to allow access to Congestion Mitigation Air Quality (CMAQ) funds. Broward and Palm Beach Counties joined the program in 2002 and 2004, respectively. The South Florida Vanpool Program provides service to citizens within the three Counties. Since inception, the program has been funded entirely by the U.S. Department of Transportation (USDOT) and the Florida Department of Transportation (FDOT). The program supports groups typically consisting of 7 to 15 individuals who commute together to work. Participants are required to live and/or work in one of the three counties. A voluntary designated driver signs a lease agreement with the vanpool provider who is contracted by the MPO.

The lease agreement includes insurance (zero deductible), as well as scheduled and non-scheduled maintenance, and can be cancelled with a 30-day written notification.

The vanpool program can be accessed by any individual interested in starting a group or by an individual employer. Some of the benefits associated with the program include: access to the State's High Occupancy Vehicle (HOV) lanes; commuting costs savings; reductions on personal vehicle wear and tear and auto insurance premiums, and traffic and pollution reduction. Additionally, vanpool participants are eligible to enroll in the Emergency Ride Home Program and the Commuter Tax Benefit Program.

A monthly fee is assessed based on the size of the van and the monthly mileage. This fee is equally shared among the participants. A subsidy of $400/month is provided to the group by the Program to reduce the monthly fee. Participants are responsible for fuel, tolls, parking and other expenses related to the use of the van. The volunteer driver may use the van during weekends for personal use, depending on the available mileage.

As the designated FTA grant recipient of Urbanized Area formula funds in this region, MDT will serve as the pass-through department for the MPO and will receive a 5% administrative fee for conducting the bid process for the program, grant administration, finance, project management, performance reporting and exchange of FTA funds to State funds. The administrative fee will be deducted directly from the FTA and state allocations. There are currently 173 active vans in the South Florida Vanpool Program. No local funds are used for the operation of the program.

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: November 20, 2008

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)
11-20-08

RESOLUTION NO. _____

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN MIAMI-DADE COUNTY (MDC) AND THE METROPOLITIAN PLANNING ORGANIZATION (MPO) FOR FEDERAL AND STATE FUNDING PASS-THROUGH ARRANGEMENTS FROM THE FEDERAL TRANSIT ADMINISTRATION (FTA) AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO FUND THE SOUTH FLORIDA VANPOOL PROGAM (SFVP); AND AUTHORIZING THE COUNTY MAYOR, OR COUNTY MAYOR'S DESIGNEE, TO EXERCISE PROVISIONS CONTAINED THEREIN

WHEREAS, the MPO and MDC are units of local government interested in the promotion, development and sustainability of safe, economical, and innovative transportation options for commuters in the South Florida Region; and

WHEREAS, the MPO has administered the South Florida Vanpool Program (SFVP), since 1998; and

WHEREAS, Miami-Dade Transit a department of MDC, is the designated FTA grant recipient of Urbanized Area Formula funds in the region; and

WHEREAS, the MPO and MDC jointly wish to allocate available FTA and/or State funds to support the continued development of vanpools in the region; and

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 Memorandum of Understanding (MOU) between MDC and MPO, for Federal and State funding pass-through arrangements allocated under FTA and/or State funds for the South Florida Vanpool Program, attached hereto and made part hereof.

Section 2. That this Board further authorizes the County Mayor, County Mayor's designee, 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; to receive and expend any additional funds should they become available; 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 the FTA or FDOT may require in connection with the MOU.

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 20th day of November, 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

Memorandum of Understanding Between
Miami-Dade County (MDC) and the
Miami-Dade Metropolitan Planning Organization (MPO)
For Federal and State Funding to Support the South Florida Vanpool Program (SFVP)

This is a Memorandum of Understanding (MOU), made and entered into by and between Miami-Dade Transit ("MDT"), a department of Miami-Dade County, a political subdivision of the state of Florida, hereinafter referred to as "the County", and the Metropolitan Planning Organization for the Miami Urbanized Area, created pursuant to Section 339.175, Florida Statutes (hereinafter referred to as "MPO") agencies created under the authority of chapter 103 of the Florida Statues.

WITNESSETH:

WHEREAS, Miami-Dade MPO is administering the Vanpool Program for the South Florida Region including Broward and Palm Beach Counties; and

WHEREAS, Miami-Dade Transit, an Urbanized Area Formula Program grantee agrees to pass through FTA and/or State Funds during the duration of this Memorandum of Understanding (MOU) to the Miami-Dade Metropolitan Planning Organization; and

WHEREAS, using the referred funding the MPO's will continue providing Vanpool Services for the South Florida Region; and

WHEREAS, the Metropolitan Planning Organizations will provide the citizens of Miami-Dade, Broward, and Palm Beach Counties with vanpool transportation services by operating, directly or through a transportation contractor, which will meet the local needs; and

WHEREAS, the provision of vanpool services to be marketed as the "South Florida Vanpool Program" will help to reduce traffic congestion and pollution; and

NOW, THEREFORE,

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

ARTICLE - 1

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 MPO.

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 MPO" shall mean Miami-Dade Metropolitan Planning Organization and authorized representatives thereof.

1.5 "Broward MPO" shall mean Broward Metropolitan Planning Organization and authorized representatives thereof.

1.6 "Palm Beach MPO" shall mean Palm Beach Metropolitan Planning Organization and authorized representatives thereof.

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

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

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

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

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

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

1.13 "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.

ARTICLE - 2

2. GENERAL REQUIREMENTS

2.1 Compliance with Applicable Laws and Regulations. The MPO and its contractors 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 Miami-Dade Metropolitan Planning Organization Vanpool Program services. The MPO 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 MPO shall be responsible for obtaining copies of the appropriate laws, regulations, ordinances, and documents and complying therewith.

2.2 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 for the proper operation of vanpool services.

2.3 Vehicle Standards. Vanpool vehicles shall comply with the Federal Motor Vehicle Safety Standard (FMVSS) requirements, as well as other state and/or local regulations that may apply to the vanpool vehicles. Additionally, the vehicles shall also comply with all applicable requirements of the ADA, if required.

2.4 Vanpool Drivers Requirements. Vanpool drivers shall at all times have a current and valid Florida driver license. Vanpool drivers shall also pass a screening process to verify their driving records to insure compliance with State and local requirements.

2.5 Proof of Compliance Prior to Operation. The MPO 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.

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

2.7 Compliance with ADA. The MPO's Vanpool services shall comply with all applicable requirements of the ADA, if required.

2.8 Compliance with Procurement Requirements. The MPO 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.

2.9 Drug-free Workplace and Testing. In accordance with the Code of Miami-Dade County, the MPO shall certify that it will have a drug-free workplace program. Further, the MPO 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 MPO 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.

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

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

2.12 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 services and fees need to be approved by the County Manager and the Director from the Miami-Dade Metropolitan Planning Organization, or their designees.

ARTICLE - 3

3. MIAMI-DADE, BROWARD AND PALM BEACH COUNTIES METROPOLITAN PLANNING ORGANIZATIONS' VANPOOL PROGRAM

3.1 Provision of MPO Vanpool Services. The Miami-Dade MPO is responsible for contracting vanpool services marketed as the South Florida Vanpool Program. Currently, the services are provided based on all vanpool groups have to have their origin or destination in Miami-Dade, Broward and/or Palm Beach Counties.

3.2 Operation of the Vanpool Program. The MPO shall be responsible for ensuring that the services provided are operated with no deviation from the vanpool concept unless otherwise authorized by the MPO.

3.3 Use of Logo. The MPO may wish to design a logo uniquely identifying its Vanpool service. If they do so, such logo should be displayed on the exterior of all vehicles operation pursuant to this Agreement, unless other restrictions apply, as appropriate.

ARTICLE - 4

4. RECORDS AND REPORTS

4.1 Reporting Requirements. The MPO 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, as required. The FTA through Miami-Dade County requires quarterly Financial Status Reports (FSR), Milestones, and Ridership Reports. The MPO shall also report monthly ridership performance data. The MPO 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. Copy of these reports will also be provided to FDOT.

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

4.3 Administrative Fees. The MPO shall pay the County a 5% fee of the annual FTA and/or State funds allocated to the Vanpool Program for conducting the bid process for the program, grant administration, finance, project management, performance reporting and exchange of FTA funds to State funds on a dollar per dollar basis, as described in Article 7.3.

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. The MPO must 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

5. INSURANCE

5.1 The parties hereto acknowledge that the MPO is a self-insured governmental entity subject to the limitations of Section 768.28, F.S. The MPO 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 MPO shall collect and keep on file documentation of insurance of any and all private providers operating the South Florida Vanpool Program. The MPO shall require contractor to meet the insurance requirements shown in **Figure 1**, as a minimum. The MPO shall further require the private operator(s) to include the County, as well as Broward and Palm Beach MPOs, as a named insured. Insurance and Indemnification Clauses will be part of the contract between the MPO and the provider(s), as established by Miami-Dade County. A Copy of the contract and the insurance policy will be provided to the respective County Departments and to Broward and Palm Beach MPOs, prior to the provision of vanpoolservices.

5.2 Minimum insurance requirements, as shown in Figure 1, will be determined and established by the Division of Risk Management prior to the bid process and included in the contract.

Figure 1
Insurance Check List
(Form H from Miami-Dade Metropolitan Planning Organization Request for Proposals for Contract for Vanpool 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 three MPOs and the County 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 $_____

_____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

6. INDEMNIFICATION

6.1 The contract between Miami-Dade MPO and the Vanpool Services contractor(s) shall include an Indemnification indicating that:

"The contractor(s) shall indemnify and hold harmless the Miami-Dade MPO, Broward MPO, Palm Beach MPO and 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 Miami-Dade MPO, Broward MPO, Palm Beach MPO and 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 contractor and/or its officers, employees, agents or instrumentalities, during the term of this Agreement. The Contractor(s) 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 Miami-Dade MPO, Broward MPO, Palm Beach MPO and the County, where applicable, including appellate proceedings, and shall pay all costs, judgments and reasonable attorneys' fees which may issue thereon. The Contractor(s) expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor(s) shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Miami-Dade MPO, Broward MPO, Palm Beach MPO and the County or its officers, employees, agents or instrumentalities as herein provided. Nothing herein shall be deemed to indemnify the Miami-Dade MPO, Broward MPO, Palm Beach MPO and the County from any liability or claim arising out of the negligent performance or failure of performance of the Miami-Dade MPO, Broward MPO, Palm Beach MPO and the County, its officers, employees, agents or instrumentalities or any other related third party."

6.2 The above referred paragraph is subject to the limitations of Section 768.28, F.S. and any changes recommended by the Risk Management Division.

ARTICLE - 7

7. FINANCIAL ASSISTANCE

7.1 MPO's Share of Supplemental Federal Funding. Beginning with the first year in which the Vanpool 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 vanpool service's properly reported operations, the County agrees to pay the MPO its attributable share of federal formula funds received from USDOT no less than sixty (60) days after funding is received from the federal government, provided that the funds remitted to the MPO herein shall be used for the capital expansion, enhancement or maintenance of the Vanpool Program.

7.2 MPO's Share of Supplemental State Block Grant Funding. Beginning with the first year in which the Vanpool service's operating statistics are reflected in the State Transit Block Grant, where those operating statistics result in new or supplemental state funds flowing to the County, and where those new or supplemental funds are solely attributable to the vanpool service's properly reported operations, the County agrees to pay the MPO its attributable share of State Block Grant funds received from FDOT no less than sixty (60) days after funding is received from the state government, provided that the funds remitted to the MPO herein shall be used for the expansion, enhancement or maintenance of the Vanpool Program. State Block Grant funds may be used for capital and operating expenses.

7.3 Exchange of Funds. MDT agrees to do an equal exchange of its State Funding with the MPO's Annual FTA funds, during the duration of this MOU. This exchange will provide the funding flexibility for capital, operating, management and marketing expenses to be used for the expansion, enhancement and/or maintenance of the Vanpool Program. FTA funds will be soft matched with State Toll revenue Credits at 100% and will be equal to State funds on a dollar per dollar basis.

7.4 MDT's Fee. MDT will charge a 5% administrative fee as indicated in Article 4.3. This fee will be directly deducted from the Federal and state annual allocations, as defined above.

ARTICLE - 8

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 Miami-Dade Metropolitan Planning Organization and the execution by the County Mayor or his designee and authorized MPO representative 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 MPO.

8.2 Renegotiation or Modification. Any substantive changes in the level of service to be provided by the MPO as set forth herein shall only be implemented after the County and the MPO 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 MPO 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 vanpool 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 MPO may terminate this Agreement without cause upon no less than sixty (60) days written notice to the other party. If the County or the MPO terminates this Agreement with or without cause, the MPO 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, 701 NW 1st Court, 16th Floor, Miami, FL 33136
Attention: Director, Miami-Dade Transit Agency

FOR MIAMI-DADE METROPOLITAN PLANNING ORGANIZATION:
Miami-Dade Metropolitan Planning Organization, 111 NW 1st Street, Suite 920, Miami, FL 33128
Attention: Director, Miami-Dade Metropolitan Planning Organization

8.7 Name of Payee. The name of the official payee to whom the County shall issue checks shall be Miami-Dade Metropolitan Planning Organization.

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.

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: _____

ATTEST:

FOR THE MPO:
Created pursuant to Section 339.175, Florida Statutes

By: _____
Clerk of the MPO Board

By: _____
MPO Director

Date Executed: _____

Approved as to Form and Legal Sufficiency

By: _____
Assistant County Attorney

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