

# Memorandum



**Date:** May 1, 2012

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

**From:** Carlos A. Gimenez  
County Mayor 

**Subject:** Resolution Authorizing Approval and Execution of an Interlocal Agreement for Public Transportation Services Between Miami-Dade County and the Town of Cutler Bay for the Operation of a Local Circulator Service by Miami-Dade Transit; and Authorizing the Receipt of Funds, Estimated at \$146,000, for the Operation of the Cutler Bay Circulator

Agenda Item No. 8(0)(2)

At the April 9, 2012 Regional Transportation Committee, this item was amended to reflect that any increase in operating days and/or times be authorized, so long as the Town of Cutler Bay pays to the County 100 percent of the additional cost required to fund the added service.

## RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve an Interlocal Agreement (Agreement) for Public Transportation Services between Miami-Dade County (County), through Miami-Dade Transit (MDT), and the Town of Cutler Bay (Town) for the operation of the Cutler Bay Circulator (Circulator) by MDT and authorize receipt of funds for its operation.

## SCOPE

This Interlocal Agreement has a direct impact on Commission District 8. However, due to the connection of service with other MDT routes, the impact of this Circulator benefits the public, and is therefore, Countywide.

## FISCAL IMPACT

There is no fiscal impact to the County for this Agreement. The Town shall pay to the County one-hundred percent of the net operating cost of the Circulator from their Charter County Transportation Surtax (Surtax) proceeds. The approximate annual net operating cost to the Town will be \$146,700 for the first year of service. In subsequent fiscal years, the Town will continue to pay to the County one-hundred percent of the net operating cost of the Circulator. It is expected that there will be minimal impact to MDT revenues.

## DELEGATED AUTHORITY

The Mayor, Mayor's designee, or MDT Director is authorized to execute an Agreement for Public Transportation Services between Miami-Dade County and the Town. The Mayor, Mayor's designee, or MDT Director is further authorized to extend the days and/or hours of operation of this route so long as the Town pays the full operating cost of any additional service which may be provided.

## TRACK RECORD/MONITOR

This is the first Circulator Agreement between MDT and the Town of Cutler Bay. The project manager for this Agreement is Robert Pearsall, Section Chief, Service Planning and Scheduling.

## **BACKGROUND**

The Town of Cutler Bay desires to have the County provide Circulator transportation service which is convenient, reliable, cost effective, and compliant with Americans with Disabilities Act (ADA) rules and regulations.

This Agreement will allow the Town to provide residents and visitors with public transportation services in accordance with Chapter 31, Article III, Section 31-113 of the Miami-Dade County Code which allows municipalities to operate public transit services only under Interlocal Agreements with the County.

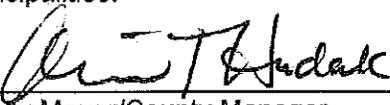
Through a separate Agreement, the Town purchased one ADA-compatible diesel engine bus which will be utilized by MDT to provide the Circulator service. The purchase of this bus was approved by Board Resolution #1042-11 on December 6, 2011. There was no fiscal impact to the County, as the purchase was entirely funded by American Recovery and Reinvestment Act of 2009 (ARRA) grant funds.

At the February 7, 2012 Board meeting, an Interlocal Agreement allowing the Town to receive its pro-rata share of Surtax revenue out of the County's 80 percent share of the Surtax funds was approved ( see R-148-12). As a result, the Circulator service is scheduled to start in the spring of 2012.

MDT has collaborated with the Town's Director of Public Works to provide technical service and planning for the development of this Circulator. This Agreement has been approved by the Town Council and was signed by the Town's Manager on March 1, 2012. A copy of the Interlocal Agreement is attached, along with the bus wrap design, route map and proposed service schedule (see Exhibits A - C). Key provisions of the agreement include:

- The Town will adhere to all county, federal, state and local transit operating and reporting requirements.
- This Agreement is for a five-year period and includes two, two-year options to renew under the same contract terms and conditions; both parties have the right to terminate for convenience and for cause.
- MDT and the Town will work collaboratively to exchange route and schedule information for the benefit of the riders.
- The Cutler Bay Circulator will operate one route (Exhibit B).
  - The service will operate Monday, Wednesday and Friday, from 8am - 5:10pm (Exhibit C).
  - The route will serve the Town Hall, Social Security Office, South Miami-Dade Busway, South Dade Regional Library, South Dade Government Center, HealthSouth Rehab Hospital in Cutler Bay, and residential neighborhoods.
- The fare for the Cutler Bay Circulator will be twenty-five cents (\$.25) and the bus will be equipped with an automated fare collection system and automatic passenger counter. With an EASY Card or EASY Ticket, passengers can pay a fare upgrade to transfer to a local or Express bus. The fare is the same as the following circulators within the MDT system: Overtown, Coconut Grove, Brickell Key, South Beach Local, Brownsville, and the Seaport.

This Agreement is essentially the same as those previously approved by the Board with several other municipalities.

  
\_\_\_\_\_  
Deputy Mayor/County Manager  
Alina T. Hudak

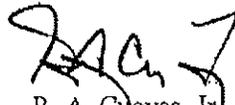


# MEMORANDUM

(Revised)

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

**DATE:** May 1, 2012

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

**SUBJECT:** Agenda Item No. 8(O)(2)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(0)(2)  
5-1-12

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT FOR PUBLIC TRANSPORTATION SERVICES BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF CUTLER BAY FOR THE OPERATION OF A LOCAL CIRCULATOR SERVICE (CUTLER BAY CIRCULATOR) BY MIAMI-DADE TRANSIT (MDT); AUTHORIZING THE RECEIPT AND EXPENDITURE OF OPERATING FUNDS, ESTIMATED AT \$146,700, FROM THE TOWN OF CUTLER BAY TO MIAMI-DADE COUNTY FOR THE OPERATION OF THE CUTLER BAY CIRCULATOR; AND AUTHORIZING THE COUNTY MAYOR, MAYOR'S DESIGNEE, OR MDT DIRECTOR TO EXERCISE THE PROVISIONS CONTAINED THEREIN

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board authorizes the execution of an interlocal agreement for public transportation services between Miami-Dade County and the Town of Cutler Bay for the operation of a local circulator service (Cutler Bay Circulator) by Miami-Dade Transit (MDT); authorizes the receipt and expenditure of operating funds, estimated at \$146,700, from the Town of Cutler Bay to Miami-Dade County for the operation of the Cutler Bay Circulator; and authorizes the Mayor, Mayor's designee or, MDT Director to execute same for and on behalf of Miami-Dade County.

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:

Joe A. Martinez, Chairman	
Audrey M. Edmonson, Vice-Chairwoman	
Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestine	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 1<sup>st</sup> day of May, 2012. 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 Town of Cutler Bay  
for the Provision of  
A Transit Circulator Route Service in Cutler Bay  
to be Known as the Cutler Bay Circulator**

This is an Interlocal Agreement, made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as "the County", and the Town of Cutler Bay, a municipal corporation of the State of Florida, hereinafter referred to as "the Town".

**WITNESSETH:**

WHEREAS, both the Town and the County wish to have the County to operate a circulator route service in Cutler Bay, to be known as "The Cutler Bay Circulator" and

WHEREAS, the Cutler Bay Circulator would provide transit service to connect commercial and recreational activity centers with the residential neighborhoods in Cutler Bay, and would provide the advantages of small bus(es) and low-cost fares to provide mobility to the residents of Cutler Bay including those without personal transportation and

WHEREAS, the Cutler Bay Circulator will provide a circulator which maximizes service to the community, while eliminating service duplication and waste of public resources.

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

**ARTICLE 1**

**DEFINITIONS**

- 1.1 "ADA" shall mean the Americans with Disabilities Act of 1990, as amended.
- 1.2 "Contractor" shall mean any entity, public or private, providing public transit services or contributing to the provision of the services described in this Agreement under contract to the County.
- 1.3 "The County" shall include Miami-Dade County, the Miami-Dade Transit, the Miami-Dade Consumer Services Department, and authorized representatives thereof.
- 1.4 "The Town" shall mean the Town of Cutler Bay and authorized representatives thereof.
- 1.5 "MDT" shall mean the Miami-Dade Transit and authorized representatives thereof.

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

## ARTICLE 2

### GENERAL REQUIREMENTS

- 2.1 Compliance with Applicable Laws and Regulations. The Town and the County and its contractors, if any, shall comply with all existing and future laws, statutes, ordinances, codes, rules, regulations, CBA and procedural requirements, whether federal, state, or local, which are applicable to, or in any manner affect, the provision of the Cutler Bay Circulator service. The County shall be responsible for ensuring compliance of its employees, contractors, agents, or assigns with all applicable County, State, and federal requirements, including, but not limited to, all safety, mechanical, and vehicular standards mandated by appropriate laws, regulations, ordinances, and documents and complying therewith.
- 2.2 Vehicle(s). Through a separate Interlocal agreement, the Town will be purchasing ADA compatible diesel engine bus(es) with funding from the American Recovery and Reinvestment Act (ARRA) that will be utilized to provide the Cutler Bay Circulator service. The title of the bus(es) will be transferred to the County and those bus(es) will be utilized solely for the provision of the Cutler Bay Circulator Service. The vehicle(s) shall comply with all safety, mechanical, and vehicular standards mandated by any applicable County, State, and federal requirements including, but not limited to, all safety, mechanical, and vehicular standards. The vehicle(s) shall be maintained in conformance with manufacturer's specifications and MDT standards. Until receipt of such new vehicle(s), the County may use vehicle(s) currently in the MDT fleet
- 2.2.1 Vehicle(s) shall be painted or decaled in distinctive livery, such as the special logos, colors and designs shown in Exhibit A. The logo of the Cutler Bay Circulator service shall be displayed on the vehicle(s) along with the logo or other branding being used by the County. The vehicle(s) in this livery shall be

used for the Cutler Bay Circulator service. In circumstances when the special-liveried bus(es) are not available for service, standard Metrobus minibus(es) may be used.

- 2.2.2 All vehicle(s) will be equipped with Automatic Passenger Counters (APC). All vehicle(s) will be equipped with on-board surveillance equipment (voice and video) and automated vehicle locator (AVL) systems.
- 2.3 Compliance with Procurement Requirements. The County and the Town agree to comply with applicable federal and state procurement requirements, as may be amended from time to time, when entering into contracts with third parties to fulfill the obligations under this Agreement.
- 2.4 Drug-free Workplace and Testing. In accordance with the Code of Miami-Dade County, the County, and its contractors, in any, shall continue to maintain a drug-free workplace program including pre-employment drug testing and other periodic drug testing for all persons holding safety-sensitive positions, as defined by USDOT, related to transit operations. Effective upon execution of the Agreement, the County shall require that its employees and contractors, if applicable, comply with all applicable requirements of the USDOT regulations for drug and alcohol testing. To the extent that any terms in this Agreement are inconsistent with the USDOT regulation, the requirements of the USDOT shall control.
- 2.5 County Representative. The County will provide service supervision for the Cutler Bay Circulator service by assigning a Transit Operation Supervisor (TOS) to the zone where the service will be provided; someone who will monitor the Cutler Bay Circulator route service on the field level. The Director or his Designee shall act as a contact person for the Town Representative. Customer service will be provided through the County's 311 system.
- 2.6 Town Representative. The Town shall designate individual(s) to act as liaison to the County's staff and notify the County thereof. The Town shall promptly notify the County of any changes.
- 2.7 Public Coordination. The County and Town Representatives shall present proposed modifications to the alignment, schedule and fare of the Cutler Bay Circulator service at any forums requested by the Town. In addition, the County Representative shall provide information on the overall performance and quality of service of the Cutler Bay Circulator service including ridership data and trends, number of bus breakdowns and substitutions, logged complaints and complaint resolutions, and any other data reasonably requested by the Town. MDT will include this information in the bi-annual reports. Public information meetings and workshops will be conducted by both County and Town Representatives on an as-needed basis.
- 2.8 Amendments or modifications. Unless provided otherwise elsewhere in this Agreement, amendments and modifications to this Agreement must be in writing and shall require the signatures of the County Mayor, Mayor's Designee, or MDT Director and the Town Manager, or their designees, subject to authorization by their respective Board and Commission. Notwithstanding the foregoing, amendments to this

Agreement regarding alignments, schedules, and fares, as described in Section 2-150 (c) of the Miami-Dade County Code, may be approved by the County Mayor, Mayor's Designee, or MDT Director and the Town Manager, subject to authorization by the Town Council.

## ARTICLE 3

### THE CUTLER BAY CIRCULATOR SERVICE

- 3.1 Provision of the Cutler Bay Circulator Service. The County shall provide the Cutler Bay Circulator service within the South Dade area in the Town of Cutler Bay at the locations and according to routes as contained in Exhibit B and schedules contained in Exhibit C. Any changes to Exhibits B or C shall be consistent with Chapter 31 of the Code of Miami-Dade County and be effective only upon the written consent of the County Mayor, Mayor's Designee, or MDT Director and the Town Manager. Exhibit C defines the level of service that is required under this Agreement. The County will provide sufficient resources, including, but not limited to, bus(es) and drivers to maintain this level of service.
- 3.2 Fares. The fare for the Cutler Bay Circulator service shall be twenty five cents (\$0.25). Any proposed changes to the regular fare of \$0.25 will be presented to the Town and must be approved by the County Mayor, Mayor's Designee, or MDT Director and the Town Manager, subject to authorization by the Town and County Commissions. Qualified passengers shall pay no fare. MDT Easy Cards and Tickets, or identification entitling a passenger shall be accepted to enable passengers to ride the Cutler Bay Circulator service without paying any additional fare. The Cutler Bay Circulator service operators shall charge as appropriate and in compliance with County Code and applicable laws, rules and regulations. Operators will accept Easy Cards, Easy Tickets, or cash. Transfers were discontinued in 2009, therefore there is no transfer fare.
- 3.3 Connection and Coordination with Regular Metrobus Routes. The Cutler Bay Circulator service shall enable passengers to connect with other County Metrobus routes at points where the routes intersect, merge, or diverge. The Cutler Bay Circulator service operating schedules shall be coordinated with County Metrobus service to the extent possible.
- 3.4 The Cutler Bay Circulator Service Shown on County Bus Schedules and Maps. The County shall include the Cutler Bay Circulator service on the County's Transit Map. Such inclusion shall commence with the regular publication of the County's Transit Map. The County shall also provide information on the Cutler Bay Circulator service through MDT's routine and customary public information dissemination processes, including its transit information telephone service and on the transit web site.
- 3.5 Issuance of the Cutler Bay Circulator Service Schedules. The County shall make available to its Metrobus, Metrorail, and Metromover passengers and potential passengers maps and schedules of the Cutler Bay Circulator service. Such maps and schedules shall display the logo, "Cutler Bay Circulator", and County branding.

- 3.6 Use of Logo. The County and the Town shall both approve and design a logo uniquely identifying the Cutler Bay Circulator. In addition to the Cutler Bay Circulator service logo and the County logo shall be applied on the vehicle(s) as appropriate. Such logos shall at all times be displayed on the exterior of all vehicle(s) and on the County's bus stop signs at all stops served by the Cutler Bay Circulator service.
- 3.7 Bus Passenger Shelters and Benches. The Town or its contractor shall install and maintain the bus passenger shelters and/or benches at the Cutler Bay Circulator bus stops where site conditions allow. Where shelters cannot be installed, the Town or its contractor shall install and maintain bus passenger benches. The County shall provide, install, and maintain bus stop signs and sign posts at Shuttle stops along route of the Cutler Bay Circulator service. The Town agrees that it will be the responsibility of the Town to comply with all ADA regulations with regards to accessibility to and from bus passenger stops and bus shelters.
- 3.8 Service Quality Standards. The County shall abide by its own Service Standards.
- 3.09 Selection of Drivers. Drivers will pick this route in accordance with the Collective Bargaining Agreement (CBA).
- 3.10 Annual Report. The County shall provide an annual comprehensive performance report to the Town in May of each year. The report shall include ridership data and trends, number of bus breakdowns and substitutions, logged complaints and complaint resolutions, and any other data reasonably requested by the Town. The County shall also provide a report in November of each year with projected operating costs for the Cutler Bay Circulator service for the next fiscal year. The County shall provide finalized costs in July of each year for consideration by the Town Commission as part of the Town's annual budget preparation process.
- 3.11 Town Commission Action. Any Cutler Bay Circulator service – related items that require consideration and approval by the Town Commission shall be submitted in writing by the County to the Town Representative no later than sixty (60) days prior to the specified Commission Meeting date. Examples of such items are the proposed annual operating budget, and any County-proposed amendments and modifications to this Agreement.
- 3.12 Route Evaluation. MDT shall analyze the route to determine if it meets MDT Service Standards. MDT shall make the appropriate modifications to ensure the success of the Cutler Bay Circulator. MDT shall include information on the evaluation and modifications in the bi-annual reports in Section 2.7 and 3.10 in this Agreement.
- 3.13 Transit Operation Supervisor and Customer Service Staff. The County will provide TOS and Customer Service staff to take care of all complaints and concerns sent directly to the County or the Town. The County representative will be available to the Town during regular business hours.

## ARTICLE 4

### INSURANCE

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

## ARTICLE 5

### INDEMNIFICATION

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

County and the Town, and/or their respective officers, agents, employees and instrumentalities from any and all liability, claims, liabilities, losses, and causes of action, including attorneys' fees and costs of defense which the County and the Town, and/or their respective officers, employees, agents and instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, or relating to or resulting from the provision of transportation services by the contractor and/or its officers, employees, agents or independent contractors. The contractor shall be required to pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County and the Town, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. The Town shall require that the contract between and the County and the Town 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 Town and/or their respective officers, employees, agents or instrumentalities as herein provided. Nothing herein shall be deemed to indemnify the County and the Town from any liability or claim arising out of the negligent performance of the County and the Town, and/or their respective officers, employees, agents or instrumentalities or any other related third party.

## ARTICLE 6

### FINANCIAL ASSISTANCE

- 6.1 Funding. The Town shall pay to the County one hundred percent (100%) of the actual net operating cost of The Cutler Bay Circulator service. The approximate total net operating cost of the service is not to exceed \$ 146,700 for the first year of service except for increases to operating costs that are not due to service changes. The payment shall be made on a quarterly basis, within thirty (30) days of the Town receiving an appropriate invoice from the County. The amount of the payment shall be one fourth (1/4th) of the agreed annual Town share, unless otherwise agreed upon by the parties.

In subsequent fiscal years, the Town will continue to pay the County 100% of the actual operating costs. The County shall notify the Town of any increases in operating costs a minimum of six (6) months in advance.

It is the sole responsibility of the Town of Cutler Bay to determine the source of and dollar amount per source of funds to comprise the total contribution to the County for the provision of the Cutler Bay Circulator service as required in this Agreement.

- 6.2 Operating Expenditure Reports. The County shall prepare and provide to the Town Representative, quarterly reports of operating expenditures incurred by the Cutler Bay Circulator service.

## ARTICLE 7

### TERMS, MODIFICATIONS AND MISCELLANEOUS PROVISIONS

- 7.1 Term of Agreement. This Agreement shall become effective upon approval of the Board of County Commissioners and the Town Council of the Town of Cutler Bay and the execution by the County Manager and Town Manager and shall remain in force for five (5) years thereafter. This Agreement is subject to two two-year options to renewal under the same contract terms and conditions, all parties have the right to terminate (see 7.4 and 7.5). The County and the Town, each at their sole discretion, reserve the right to exercise the option to renew this Agreement. Upon mutual agreement by both the County and the Town to exercise the option to renew this Agreement, approval from County Mayor, Mayor's Designee, or MDT Director and the Town Commission will be obtained.
- 7.2 Commencement of Service. By specific agreement of the parties, the Cutler Bay Circulator service shall begin service in \_\_\_\_\_ 2012. The County shall operate the Cutler Bay Circulator Service with existing Metro Buses. The County will utilize the new bus(es) purchased via the Interlocal Agreement between Miami-Dade Transit and the Town of Cutler Bay for Federal Funding Pass-through arrangements with the American Recovery and Reinvestment Act (ARRA) of 2009 Federal Transit Administration (FTA 5307) for the Town to operate circulator Services.
- 7.3 Renegotiation or Modification. Any substantive changes in the level of service to be provided by the County as set forth herein shall only be implemented after the County and the Town have entered into a written agreement describing the changed services.
- 7.4 Title VI and VII Civil Rights Act of 1964. The Town, the County, and their respective Contractors shall not discriminate against any person because of race, color, sex, religious background, ancestry, or national origin in the performance of the Agreement.
- 7.5 Termination for Cause. This Agreement may be terminated for cause by either party. Prior to exercising the option to terminate for cause, the notifying party shall give the defaulting party written notice of its violation of the particular term(s) of the Agreement and shall grant the defaulting party thirty (30) days to cure such default. If such default remains uncured after thirty (30) days, the notifying party may terminate the Agreement upon no less than one hundred twenty (120) days written notice to the defaulting party. If the termination notification is from the Town, the notice shall be sufficiently in advance for MDT to implement a line-up without the service.

- 7.5.1 If the County fails to deliver the services and meet the objectives delineated in this Agreement, and the Town terminates the Agreement for Cause, the County will allow the Town to operate the Cutler Bay Circulator service, as defined herein.
- 7.6 Termination for Convenience. Notwithstanding Subsection 7.5 above, the County or the Town may terminate this Agreement for convenience upon no less than one hundred twenty (120) days written notice to the other party. If the Town terminates this Agreement for convenience, the Town agrees to reimburse the County on a prorated basis for financial assistance it is obliged to pay for the Cutler Bay Circulator service which the County will continue to operate until the next line-up can be implemented without the service.
- 7.6.1 If the Town terminates this Agreement for convenience, the County will allow the Town to operate the Cutler Bay Circulator service, as defined herein.
- 7.7 Notices. All notices and other communications required to be remitted pursuant to this Agreement to either party hereto shall be in writing and shall be delivered by verified facsimile transmission or certified mail, return receipt requested, to the parties at the address indicated as follows:

FOR MIAMI-DADE COUNTY:

Miami-Dade Transit  
 701 N.W. 1<sup>st</sup> Court, Suite 1700  
 Miami, FL 33136  
 Attention: Director, Miami-Dade Transit

FOR THE TOWN OF CUTLER BAY:

Town of Cutler Bay  
 10720 Caribbean Blvd, Suite 105  
 Cutler Bay, FL 33189  
 Attention: Steven Alexander, Town Manager

With copy to:  
 Town Attorney  
 Weiss Serota Helfman Pastoriza Cole & Bonisk PA  
 Coral Gables, Florida 33134

- 7.8 Complete and Binding Agreement. This writing embodies the full and complete agreement of the parties. No other terms, conditions or modifications shall be binding upon the parties unless in writing and signed by the parties.
- 7.9 Execution. This document shall be executed in four (4) counterparts, each of which shall be deemed an original.

7.10 Governing Law and Exclusive Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in state court, and the U.S. District Court, Southern District of Florida, if in federal court. BY ENTERING INTO THIS AGREEMENT, THE COUNTY AND THE TOWN EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

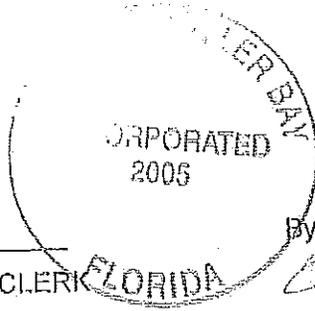
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

TOWN OF CUTLER BAY  
a Municipal Corporation of  
The State of Florida

By: \_\_\_\_\_

ESTHER COULSEN, TOWN CLERK  
Town Resolution: 10-35



By: \_\_\_\_\_

STEVEN J. ALEXANDER  
TOWN MANAGER

ATTEST:

MIAMI-DADE COUNTY  
a political subdivision of  
The State of Florida.

By: \_\_\_\_\_

HARVEY RUVIN, CLERK

By: \_\_\_\_\_

DEPUTY CLERK

By: \_\_\_\_\_

CARLOS A. GIMENEZ  
MIAMI-DADE COUNTY MAYOR

Approved by County Attorney as  
to form and legal sufficiency

*Alexander S. Bokor*  
Bruce Libhaber, Assistant County Attorney  
Alexander S. Bokor

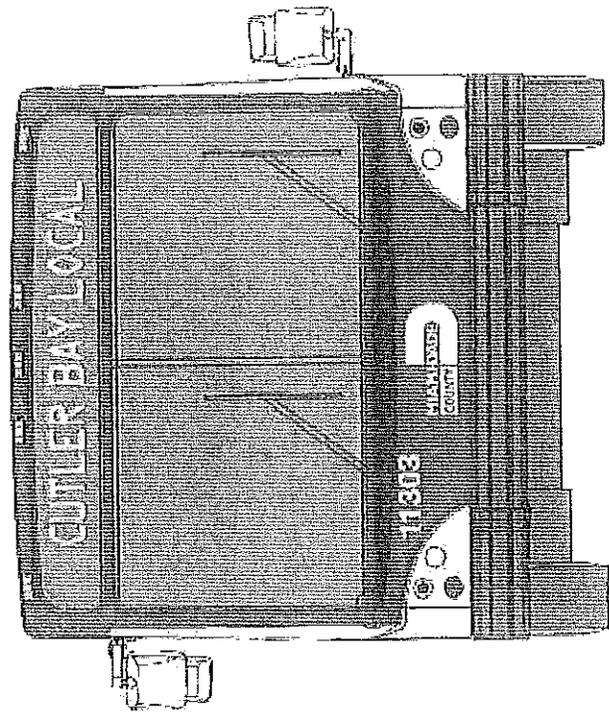
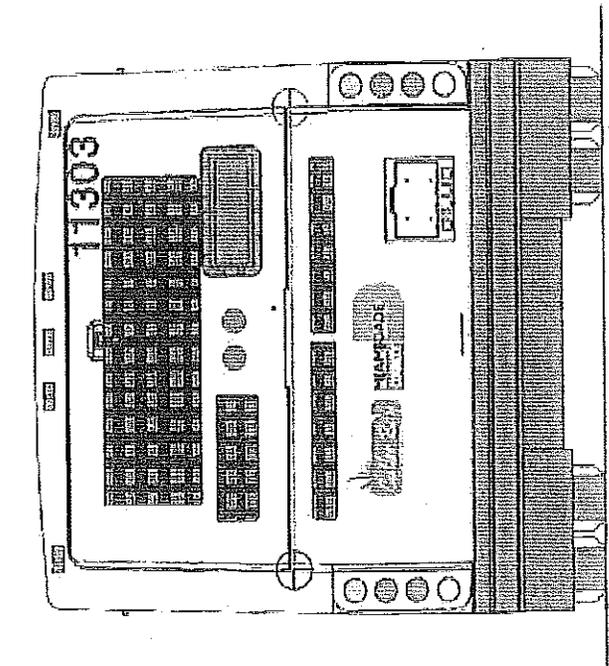
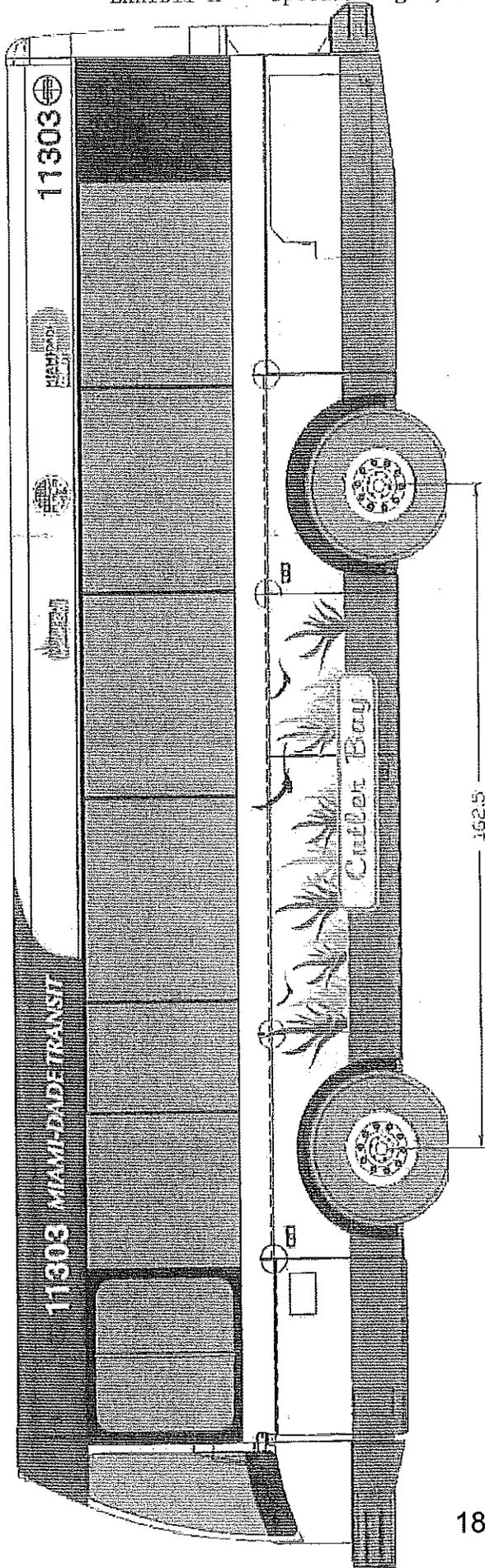
## EXHIBITS

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

Exhibit "B" Map of the Cutler Bay Circulator Route

Exhibit "C" Schedule of the Cutler Bay Circulator Service

Miami-Dade Transit decals are 57.2" x 4"





Town of Cutler Bay  
Municipal Circulator

Days of Service:  
Monday, Wednesday,  
Friday

Operating Hours:  
8 am to 5:10 pm

For Additional Route  
Information Please  
Call Town Hall  
(305) 234-4262

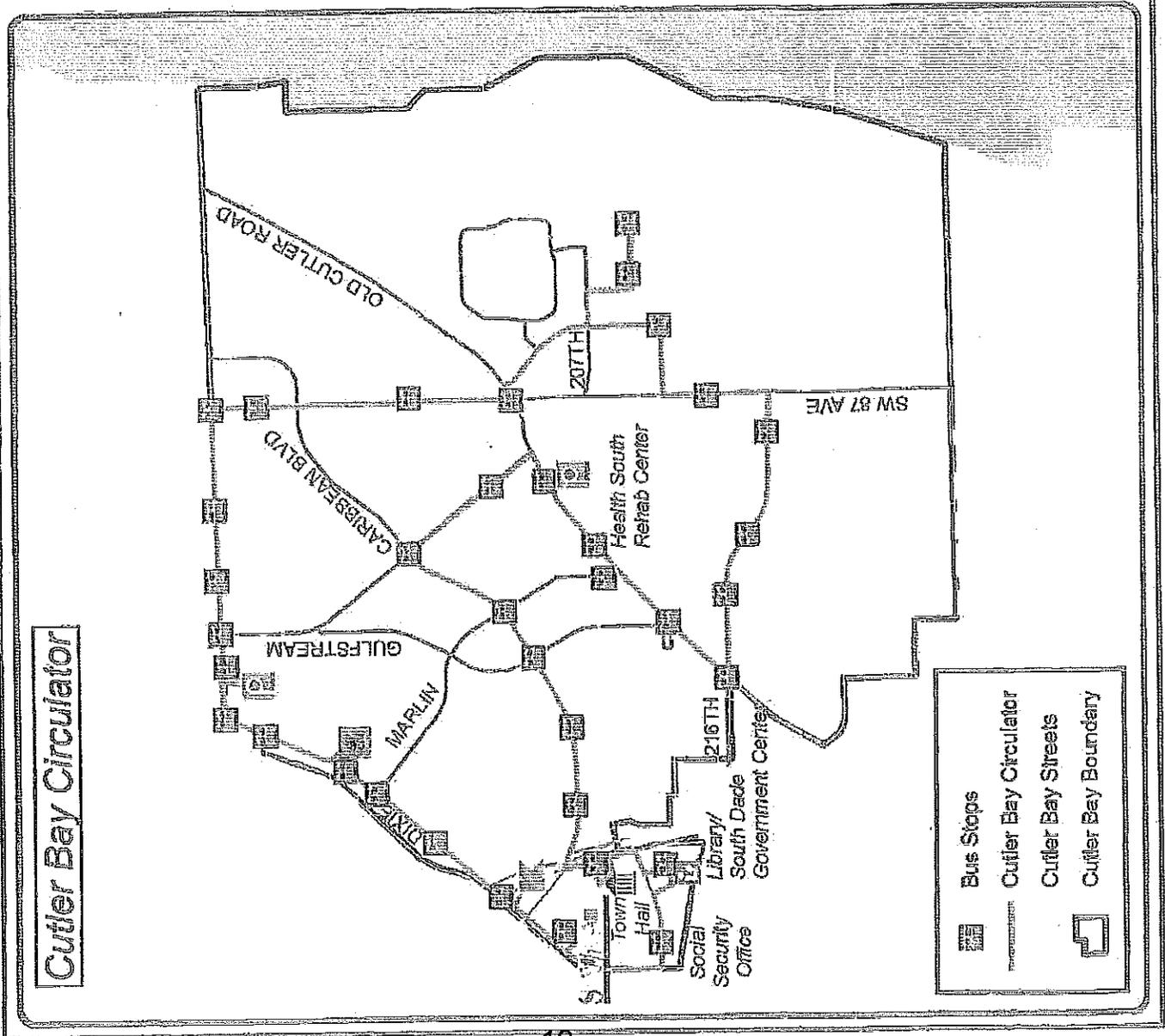


EXHIBIT C -- Schedule of Cutler Bay Circulator

Town of Cutler Bay Municipal Circulator  
Preliminary Schedule

Monday, Wednesday, Friday

<u>Town Hall</u>	<u>Saga Bay</u>	<u>Town Hall</u>
8:00	8:30	9:00
9:10	9:40	10:10
10:20	10:50	11:20
11:30	12:00	12:30
12:40	1:10	1:40
1:50	2:20	2:50
3:00	3:30	4:00
4:10	4:40	5:10

RESOLUTION NO. 10-35

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE TOWN AND MIAMI-DADE TRANSIT AGENCY FOR MUNICIPAL CIRCULATOR BUS SERVICES, AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT AND ALL FUTURE FORMS AND AGREEMENTS REQUIRED FOR THE PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay, Florida (the "Town") has entered into a separate interlocal agreement with Miami-Dade Transit Agency ("MDT") to purchase a circulator type mini-bus funded through the American Recovery and Reinvestment Act (ARRA) of 2009; and

WHEREAS, the Town desires to have MDT provide all of necessary operating services related to the daily operation of the Town's proposed circulator bus services; and

WHEREAS, MDT will need to comply with all of the Federal Transit Administration's reporting requirements; and

WHEREAS, the Town will be funding the operating cost through the People's Transportation Plan municipal allocation; and

WHEREAS, the estimated annual operating cost for three (3) day a week limited services totals \$ 146,700.00; and

WHEREAS, the Town Council desires to enter into the Interlocal Agreement with MDT and to authorize the Town Manager or his designee to execute all further documents necessary to maintain the Circulator bus service in operation; and

WHEREAS, the Town finds that this Resolution will promote the health, safety and welfare of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS:

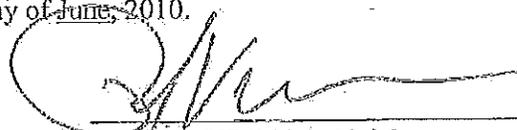
Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval of Agreement and Authorization. The Interlocal Agreement between Miami-Dade County Transit for the operation of the Town's circulator mini-bus service, in substantially the form attached hereto as Exhibit "A", is

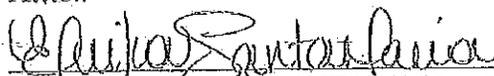
hereby approved by the Town Council, and the Town Manager is authorized to negotiate and execute the same on behalf of the Town.

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

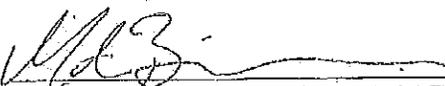
PASSED and ADOPTED this 16<sup>th</sup> day of June, 2010.

  
\_\_\_\_\_  
PAUL S. VROOMAN, Mayor

Attest:

  
\_\_\_\_\_  
ERIKA GONZALEZ-SANTAMARIA, CMC  
Town Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE  
SOLE USE OF THE TOWN OF CUTLER BAY:

  
\_\_\_\_\_  
WEISS SEROTA HELFMAN PASTORIZA  
COLE & BONISKE, P.L.  
Town Attorney

Moved By: Vice Mayor MacDougall  
Seconded By: Councilmember Sochin

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman	<u>YES</u>
Vice Mayor Edward P. MacDougall	<u>YES</u>
Councilmember Peggy R. Bell	<u>YES</u>
Councilmember Timothy J. Mecrbott	<u>YES</u>
Councilmember Ernest S. Sochin	<u>YES</u>