Memorandum

MIAMI-DADE COUNTY

Date: October 7, 2014

Agenda Item No. 8(N)(2)

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
County Mayor

Subject: Resolution Authorizing Execution and Approval of an Interlocal Agreement for Public Transportation Service Between Miami-Dade County and the City of Miami Gardens for the Operation of the Miami Gardens Circulator

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RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve this Interlocal Agreement (Agreement) for Public Transportation Services between Miami-Dade County (County), through Miami-Dade Transit (MDT), and the City of Miami Gardens (City) for the operation of public transportation service in and around the City.

SCOPE

This Agreement has a direct impact on Commission District 1 (Jordan). However, due to the connection of this service with other County Transit routes, the impact of this service benefits the public, and is therefore countywide.

FISCAL IMPACT

There is no fiscal impact to the County for this Agreement. The City will be responsible for all operating and maintenance costs of the service and will use its annual Charter County Transportation Surtax (Surtax) proceeds for the operation and maintenance of this service. The Circulator will be a free service.

TRACK RECORD/MONITOR

This is the first Agreement between the County and the City for public transportation service. The project manager for this Agreement is Mr. Gerald E. Bryan, Miami-Dade Section Chief, Transit Service Planning and Scheduling.

BACKGROUND

The first Miami Gardens Circulator Feasibility Study was completed in January 2008. A subsequent transit study was most recently completed in October 2013. As part of the City's community outreach efforts, the City hosted several public meetings, conducted two surveys, and held a Public Hearing on April 9, 2014.

This is the first Interlocal agreement between the City and the County for public transportation service. The new Circulator is expected to be successful in providing relief from local traffic congestion, reducing parking issues, and connecting to surrounding areas through the County's transit system. According to the study, the potential annual ridership will range from a low of 16,700 to a high of 48,600 boardings.

The City approved the Interlocal Agreement on April 9, 2014. This agreement allows the City to provide residents and visitors with public transportation services in accordance with Chapter 31, Article III, Section 31-113 of the County Code, which concerns the ability of municipalities to operate public transit services only under Interlocal Agreements with the County. Consistent with Section 31-113, this

Agreement (Section 2.10) requires that Miami-Dade County have the right to bid for this service, should the City outsource the operations of the circulator service.

Key provisions of this Agreement include:

- The City will adhere to all County, federal, state and local transit operating and reporting requirements.
- This Agreement shall remain in force for five years and is subject to two five-year automatic renewals. Each party has the right to terminate for cause or without cause.
- MDT and the City will work collaboratively to exchange route and schedule information for the benefit of riders.
- Service will operate Monday through Friday, from 7:00 a.m. until 7:00 pm.
- The City will operate two routes, the East Route and the West Route.
    - Some of the major route stops of the East Route include: City Hall complex, Publix (Ives Plaza), Sharp Towers, Wal-Mart (near Golden Glades), Winn Dixie, Presidente Supermarket, North Dade Regional Library, Sun Life Stadium, and the Sunshine State Industrial Park.
    - Some of the major route stops of the West Route include: Betty T. Ferguson Community Center, City Hall complex, Jackson North Dade Health Center, Florida Memorial University, Sun Life Stadium, Calder Casino & Race Track, St. Thomas University, CBT College, Wal-Mart (near Stadium), Winn Dixie, Presidente Supermarket, North Dade Regional Library and the Tropical Supermarket (near New City Hall).
- The City is responsible for bus stop passenger amenities, such as bus shelters and benches at all bus stops served by the new service.

The City will operate the service at no cost to patrons. In the case where the City may charge a fare, similar to other agreements for service, this agreement requires the City to enact a fare structure to include the acceptance of all MDT passes, transfers, or identification entitling an eligible passenger to ride the service without paying an additional fare (i.e., Patriot Passport and Golden Passport) or for half fare (i.e. kindergarten - 12th grade students).

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

Alina T. Hudak
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: October 7, 2014

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

SUBJECT: Agenda Item No. 8(N)(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 Mayor'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(N)(2)
10-7-14

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE OR MIAMI-DADE TRANSIT DIRECTOR TO EXECUTE AN INTERLOCAL PUBLIC TRANSPORTATION SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI GARDENS FOR THE PROVISION OF PUBLIC TRANSPORTATION SERVICES; AND AUTHORIZING THE COUNTY MAYOR, COUNTY MAYOR'S DESIGNEE, OR MIAMI-DADE TRANSIT 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 finds it is in the best interest of the County and City of Miami Gardens to implement and execute the attached interlocal agreement for the provision of public transportation service; and authorizes the County Mayor, County Mayor's designee or, Miami-Dade Transit Director to execute same for and on behalf of Miami-Dade County; and to file and execute any additional agreements, revisions, or amendments as required to carry out the project for and on behalf of Miami-Dade County, Florida.

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:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro	Esteban L. Bovo, Jr.
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of October, 2014. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber

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

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

WITNESSETH:

WHEREAS, residents of the City of Miami Gardens wish to enhance their transit mobility, and the operation of a municipal circulator provides the opportunity of transit to match the travel needs of the residents of City of Miami Gardens; and,

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

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

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

NOW THEREFORE,

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

ARTICLE 1

DEFINITIONS

1.1 "ADA" shall mean the Americans with Disabilities Act of 1990, as amended

1.2 "Contractor" shall mean any entity, public or private providing public circulator services as described in this Agreement under contract to the City.

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

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

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

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

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

1.8 "US DOT" 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 "RER" shall mean Regulatory and Economic Resources Department of Miami-Dade County

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

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

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

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

ARTICLE 2

GENERAL REQUIREMENTS

2.1 Compliance with Applicable Laws and Regulations. The City and its contractors, if any, shall comply with all existing and future laws, statutes, ordinances, codes, rules, regulations and procedural requirements, whether federal, state, or local, which are applicable to or in any manner affect, the provision of City of Miami Gardens 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 RER. 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 RER.

2.4 Vehicle Standards. Vehicles shall comply with all of the Requirements contained in Chapter 30 and 31 of the Code of Miami-Dade County, pertinent state statutes and other directives as may be prescribed and required by RER 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 RER or MDT.

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

2.7 Purchase of Services/Sole Responsibility. The parties agree that this Agreement is a contract for the purchase of transportation services provided by the City for the benefit of citizens of City of Miami Gardens and of the County. City employees, agents and contractors providing transportation services shall be considered to be, at all times, solely employees, agents and contractors 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 at no cost to the City. To the extent that any terms in the Agreement are in conflict with 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 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 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 US DOT, 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 US DOT regulations for drug and alcohol testing. To the extent that any terms in this Agreement are inconsistent with the US DOT regulation, the requirements of the US DOT 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 Miami-Dade County Mayor and the City Mayor, or their designees, subject to authorization by their respective Boards. Notwithstanding the foregoing, amendments to this Agreement regarding alignments, schedules, and fares, as described in Section 2-150 (c) of the Miami-Dade County Code, may be approved by the Miami-Dade County Mayor and the Mayor of the City of Miami Gardens, or their designees.

ARTICLE 3

CITY OF MIAMI GARDENS TRANSPORTATION SERVICES

3.1 Provision of City Circulator. The City shall provide public transportation service on one or more routes within the City of Miami Gardens as contained in **Exhibit A** (map) and schedules contained in Exhibit **B**, copies of which are attached. Changes to **Exhibit A or B** shall be consistent with Chapter 31 of the Code of Miami-Dade County and be effective only upon the written consent of the Miami-Dade County Mayor and the Mayor of the City of Miami Gardens, or their designees. If in the event the City, after the effective date of this Interlocal Agreement, should place for bid or solicitation described herein the City shall give Miami-Dade County the opportunity to submit a bid or proposal to provide that transportation service.

3.2 Fares. The City shall operate the Circulator charging a Circulator fare in accordance with public transit fares established by the County, as may be modified from time to time pursuant to Section 2-150 of the Code of Miami-Dade County. Notwithstanding the foregoing, the City may, upon approval of the Miami-Dade County Mayor, charge passengers another fare for the use of the Circulator, in accordance with public transit fares established by the County, as may be modified from time to time pursuant to Section 2-150 of the Code of Miami-Dade County. 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 Circulator without paying an additional fare.

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

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

3.5 Shuttle Shown on County Bus Schedules. The County shall provide information on the City's Circulator service through MDT's routine and customary public information dissemination processes, including its transit information telephone service, and transit website.

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

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

3.8 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 logo on the County's bus stop signs at all stops common to the City and the County bus routes does not interfere with previously placed signage, and is done in

coordination with MDT staff. The City shall be responsible for placing the logo on the pertinent signs.

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

3.10 Bus Passenger Shelters and Benches
The City agrees that it will be the responsibility of the City to comply with all ADA standards regulations with regards to accessibility to and from bus passengers' stops and bus shelters which the City installs.

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

3.12 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 or egressing Metrobus or City of Miami Gardens Circulator 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 quarterly. The City shall annually prepare and submit to the County a copy of said reports no later than ninety (90) days after the close of the County's fiscal year.

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

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ARTICLE 5

INSURANCE

The parties hereto acknowledge the City is an 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 in the City of Miami Gardens Circulator service routes. In the event that the City contracts with a private vendor for services, the City shall require contractor to meet the insurance requirements shown in **Figure 3**, as minimum. The City shall further require the private operator to include the County as a named insured and shall provide the County with a copy of the insurance policy purchased by any contractor prior to the provision of Circulator service operations.

Figure 3

Insurance Check List

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	$_____
___x___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

INDEMNIFICATION

6.1 The City shall, to the extent permitted by law at all-time 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 resolve 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, 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 attorney's fees which may issue thereon. The County expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the County shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents or instrumentalities as herein provided. Nothing herein shall be deemed to indemnify the City from any liability or claim arising out of the negligent performance or failure of performance of the City, its officers, employees, agents or instrumentalities or any other related third party. This paragraph is subject to the limitations of Section 768.28, F.S.

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

ARTICLE 7

FINANCIAL ASSISTANCE

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

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

7.3 City's Share of supplemental Federal Funding. Beginning with the first year in which the circulator service's operating statistics are reflected in the National Transit Database, where those operating statistics result in 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 US DOT no less than sixty(60) days after funding is received from the federal government, less any direct grants received by the City from the County for the Circulator, provided that the funds remitted to the City herein shall be used for the expansion, enhancement or maintenance of the Circulator service program.

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

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

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

7.4 City's Share of Supplemental State Funding. In the event that the Circulator operations contribute to an increase in the County's State transportation funding, beginning with the first year in which service is reflected in State's reporting system, the County agrees to pay the City its attributable share (one half of the supplemental funding), as defined in paragraph 7.3 above, of new or supplemental state Transportation Block Grant funding received by the County from FDOT no less than sixty (60) days after funding is received

from the State less any direct grants received by the City from the County for the Shuttle. The State funding formula can be found at Section 341.052(6), F.S.

7.5 Comparable Agreements. In the event that the County enters into an Interlocal Agreement with any other municipality for Circulator services which are comparable to the services provided herein, 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 Terms of Agreement. This Agreement shall commence upon approval of the Board of County Commissioners and the Council of the City of Miami Gardens and the execution by the Miami-Dade County Mayor and authorized City Mayor and shall remain in force for five years thereafter. This Agreement is subject to two five-year automatic renewals under the same contract terms and conditions, all parties have the right to terminate (see 8.4 and 8.5).

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

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

8.4 Termination for Cause. This Agreement may be terminated for cause by either party upon no less than thirty (30) days written notice to the other party, except when Shuttle operations are in violation of health and/or safety-related provisions of state statutes or the Code of Miami-Dade County, in which case termination shall be determined by the Miami-Dade 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 termination party may cancel the termination notice using the same means by which the notice of termination was 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
701 NW 1st Court, 17th Floor
Miami, FL 33136
Attention: Director, Miami-Dade Transit

FOR CITY OF MIAMI GARDENS
City of Miami Gardens
Cameron Benson, City Manager
1515 NW 167th Street, Suite 200
Miami FL, 33169
Phone (305) 622-8000
Fax (305) 622-8001

8.7 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.

8.8 Execution. This document shall be executed in six (6) counterparts, each of which shall be deemed an original.

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

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

ATTEST:

By: _____

CITY OF MIAMI GARDENS
A Municipal Corporation of
the State of Florida

By: _____ 5/27/14

ATTEST:

MIAMI-DADE COUNTY, a political
Subdivision of the State of Florida

HARVEY RUVIN, CLERK

By: _____

DEPUTY CLERK

By Its Board of County
Commissioners

By: _____

Carlos A. Gimenez
MIAMI-DADE COUNTY MAYOR

Approved by County Attorney as
to form and legal sufficiency _____

Exhibit A - Route Map

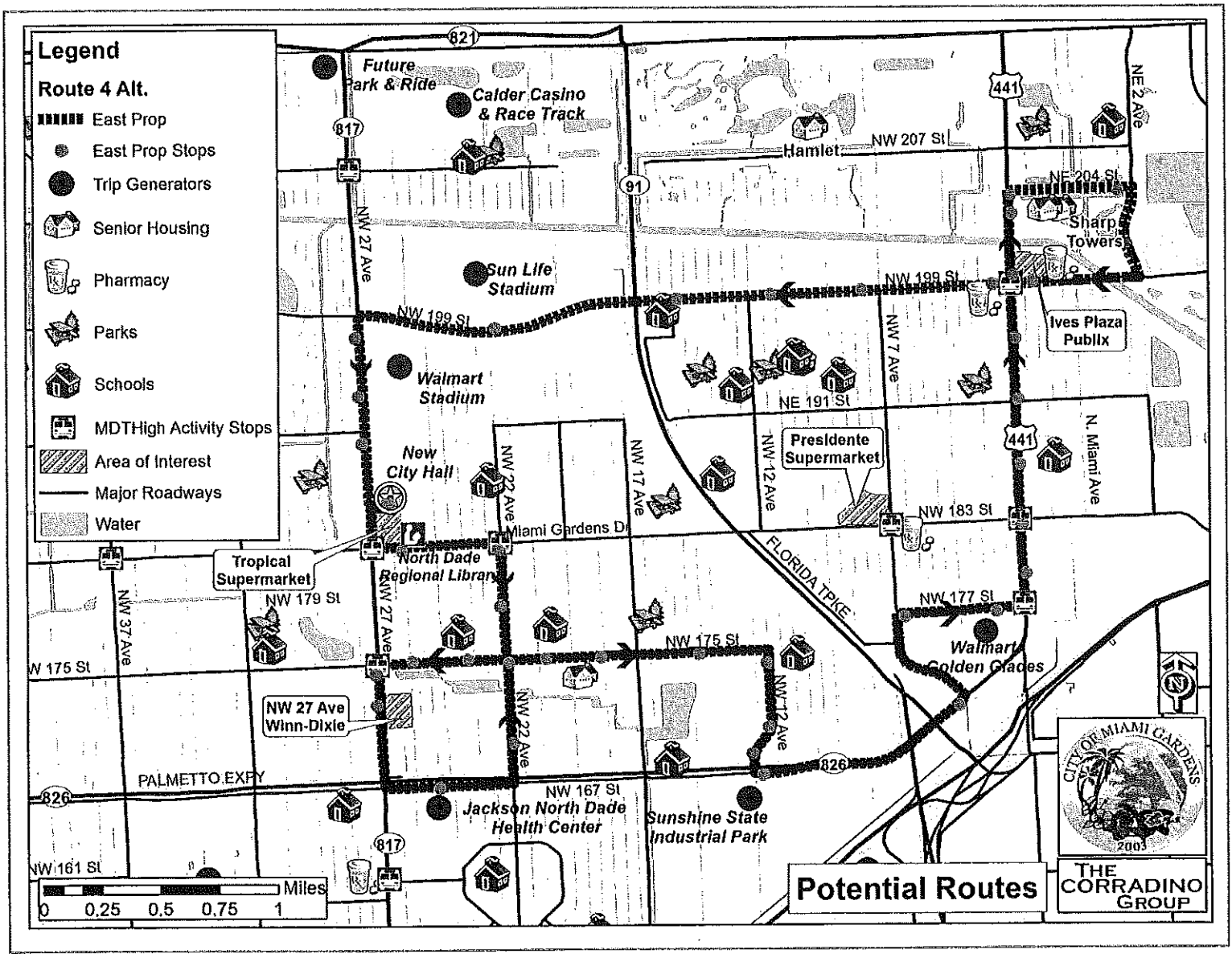

Figure 5.5-1, Route 4 East RECOMMENDED

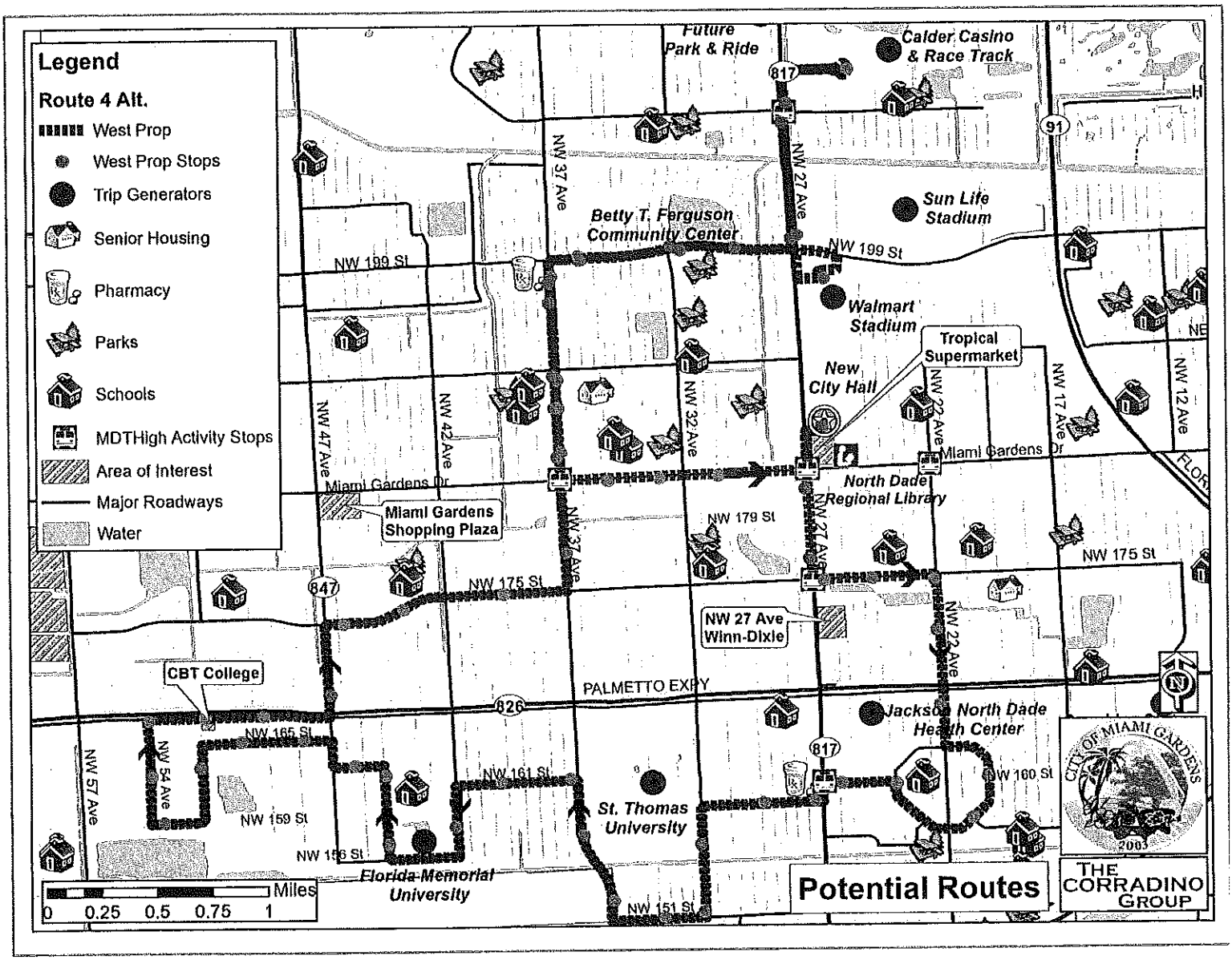

Figure 5.5-2, Route 4 West RECOMMENDED

Exhibit B - Schedule

The system will operate from 7 a.m. until 7 p.m.

The frequency of service during normal hours of operation will be One (1) hour.

The days of operation will be Monday through Friday.

RESOLUTION NO. 2014-62-2040

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING OPTION "A" FOR THE CITY OF MIAMI GARDENS BUS CIRCULATOR PROGRAM; AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY THAT CERTAIN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR THIS PURPOSE, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "B"; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's consultant, The Corradino Group conducted a study and presented recommendations to the City Council for the creation of a Miami Gardens Bus Circulator Pilot program, and

WHEREAS, Miami-Dade County Transit presented two options for the City Council to consider and approve to establish the Bus Circulator Program, and

WHEREAS, under option A, the bus circulator will be free to riders, and

WHEREAS, under option B, riders will be required to pay a fare of twenty-five cents ($0.25), and

WHEREAS, it is necessary to execute an Interlocal Agreement with Miami-Dade County Transit to approve the Bus Circulator Pilot Program,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby approves Option "A" for the City Of Miami Gardens Bus Circulator Program; the City Manager and the City Clerk are hereby authorized to execute and attest,

respectively that certain Interlocal Agreement with Miami-Dade County for this purpose, a copy of which is attached hereto as Exhibit "B".

Section 3: INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain two (2) fully executed copies of the subject Agreement with one to be maintained by the City, and one to be delivered to Miami-Dade County.

Section 4: EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON APRIL 9, 2014.

OLIVER GILBERT, III, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, ESQ., CITY ATTORNEY
SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

Moved by: Councilman William
Second by: Vice Mayor Davis

VOTE: 7-0

Mayor Oliver Gilbert, III	X (Yes)	____ (No)
Vice Mayor Lisa Davis	X (Yes)	____ (No)
Councilwoman Lillie Q. Odom	X (Yes)	____ (No)
Councilman David Williams Jr	X (Yes)	____ (No)
Councilwoman Felicia Robinson	X (Yes)	____ (No)
Councilman Rodney Harris	X (Yes)	____ (No)
Councilman Erhabor Ighodaro, Ph.D.	X (Yes)	____ (No)

1515 NW 167 Street, Building 5 Suite 200
Miami Gardens, Florida 33169

City of Miami Gardens
Agenda Cover Memo

Council Meeting Date:	**April 9, 2014**		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**	
				X				
Fiscal Impact: *(Enter X in box)*	Yes	No	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**	
		X	**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		
Funding Source:	**CITT**		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
							X	
Contract/P.O. Required: *(Enter X in box)*	Yes	No	**RFP/RFQ/Bid #:**					
		X						
Sponsor Name	**Cameron Benson, City Manager**		**Department:**		**Public Works**			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING OPTION____ FOR THE CITY OF MIAMI GARDENS BUS CIRCULATOR PROGRAM; AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY THAT CERTAIN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR THIS PURPOSE, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "B"; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Miami-Dade County voters approved the People's Transportation Plan (PTP) in 2002. City of Miami Gardens first received its allocation in Fiscal Year 2012-2013.

In 2013, City staff retained the services of The Corradino Group to conduct a study with the objective to assist establishing a City of Miami Gardens Bus Circulator Pilot Program. Part of this study included a series of public workshops, meetings with City Council, City staff, and Miami-Dade County Transit. These meetings attempted to gain a consensus on the route, type of vehicle, fare, and operation of the municipal circulator.

ITEM J-1) RESOLUTION
PUBLIC HEARING
Bus Circulator Program

The Corradino Group presented their recommendation to the Council during the February 5th, 2014 meeting. It was recommended that the City pilot an east and west route, use a traditional rubber-tired trolley, establish a minimum fare, and hire an outside contractor to operate the services. Thereafter, City staff met with Miami-Dade County Transit to negotiate an Interlocal
Agreement to authorize the City to provide public transportation services for the operation of the bus circulator. Miami-Dade County Transit has presented two options for City Council consideration and approval.

Option A – Free Service (See Exhibit A)
Option B – 25 cents Fare (See Exhibit B)

There are advantages and disadvantages to both options. A summary to assist in your decision is below:

Option A – Free Service

- Advantages
  - Shorter headways since there are no delays collecting fare
  - No capital expenditure required for fare box and Ecard reader
  - Lower administrative cost
  - Lower security concerns
- Disadvantages
  - Possible stragglers and "joy-riders"

Option B – 25 cents Fare

- Pros
  - Act as a deterrant for stragglers and "joy-riders"
- Cons
  - Fare box approx. $18,000 each
  - Ecard reader (could cost up to $100,000)
  - Longer headways due to delays collecting fare
  - Increased administrative cost due to collection and reporting requirements
  - Security concerns due to currency on bus
  - Fare collection may not cover cost of collection

Once the City Council chooses an option and approves the interlocal agreement, City staff will create bid specifications to advertise the bus circulator services.

Financial Impact

The purpose of this Agenda Item is for Council to approve the Bus Circulator Pilot Program Interlocal agreement between Miami-Dade County and the City of Miami Gardens, and therefore has no fiscal impact. Once Council approves, staff will prepare the bid for the service and will bring the item back to Council for approval of costs and award of bid. The County has indicated that the City does not need to wait for ratification of the interlocal agreement by the Board of County Commissioners to advertise the

service. However, the service cannot start operation until the interlocal agreement has been executed by the City and the County.

Proposed Action:

It is recommended that the City Council approves **Option A** or **Option B** to be included in the "Interlocal Agreement Between Miami-Dade County and the City of Miami Gardens for the Provision of Public Transportation Services and authorizes the City Manager to take all steps necessary to implement the interlocal agreement in substantially the form attached.

Attachment:

Exhibit A: Interlocal Agreement Between Miami-Dade County and the City of Miami Gardens for the Provision of Public Transportation Services (Free Service)

Exhibit B: Interlocal Agreement Between Miami-Dade County and the City of Miami Gardens for the Provision of Public Transportation Services (25 Cents Fare)

RESOLUTION NO. 2014-123-2102

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE CITY'S TITLE VI PLAN ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE PLAN; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens was a recipient of federal funds through the American Recovery and Reinvestment Act of 2009 for transportation and transit purposes, and

WHEREAS, the City's Administration implemented a Title VI Plan in 2009 and has since updated the Plan annually, and

WHEREAS, Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color and national origin in programs and activities receiving federal financial assistance, and

WHEREAS, the Federal Transportation Administration requires that all transit providers that receive financial assistance from the Federal Transportation Administration have their governing body approve by Resolution a Title VI plan, and

WHEREAS, attached hereto as Exhibit "A" is the Title VI Plan for the City of Miami Gardens,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby approves the City's Title VI Plan attached hereto as Exhibit "A", authorizing the City Manager to take all necessary steps to implement the Plan.

Section 3: EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON JULY 23, 2014.

OLIVER GILBERT, III, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, ESQ., CITY ATTORNEY
SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

Moved by: Vice Mayor Davis
Second by: Councilman Harris

VOTE: 7-0

Mayor Oliver Gilbert, III	X (Yes)	___ (No)
Vice Mayor Lisa Davis	X (Yes)	___ (No)
Councilwoman Lillie Q. Odom	X (Yes)	___ (No)
Councilman David Williams Jr	X (Yes)	___ (No)
Councilwoman Felicia Robinson	X (Yes)	___ (No)
Councilman Rodney Harris	X (Yes)	___ (No)
Councilman Erhabor Ighodaro, Ph.D.	X (Yes)	___ (No)

NEIGHBORS CALENDAR

• CALENDAR, FROM 12ND

Saturday march 29, 2014 Workshop 1: 1:30pm - 3pm Asmahana Magenzi The cl.

1:30 p.m. March 29. DAF Studio, 1501 SW Eighth St., Little Havana. **Miami Dance Festival 2014:** Miami Dance Festival will be celebrating its 11th edition this year honoring dance as an art form, encouraging innovation and showcasing diversity. The festival is the fruit o.

6 p.m. April 3. City of Miami, Miami, Little Havana. varied. 305-858-7002. www.momentumdance.com/.

ELECTRONIC

Day & Night Miami ft The Chipotle Gang: Sunday, March 30

RPM presents... DAY & NIGHT MIAMI, Featuring: Bare, Borgeous, Brillz, Bro Safari, Digital Lab, Dimitri Vangelis & Wyman, Dirtyphonics

12 p.m. March 30. The Shelborne Hotel, 1801 Collins Ave., Miami Beach. $30. 305-531-1271.

Fur Coat - Ultra Music Festival:

10 p.m. March 28. Bayfront Park, 301 N. Biscayne Blvd., Downtown Miami. www.ultramusicfestival.com. 305-358-7550. https://www.facebook.com/FurCoatMusic.

Reload Pool Parties: Reload Pool Parties launched during the 2013 Winter Music Conference at the Shore Club Hotel in Miami Beach. The Reload brand has made its mark as one of Miami's hottest parties.

12 p.m. March 28. Shore Club, 1901 Collins Ave., Miami Beach. 30. 561-206-2582. www.reloadpoolparties.com.

ETHNIC & CULTURAL

FIU CRI: Victor Patricio de Landaluze in His Nineteenth-Century Cuban Context: Room GL 220 | In this informal presentation, Dr. E. Carmen Ramos will reconsider the career of Landaluze, the Spanish painter, caricaturist, and illustrator who spent most of his life in Cuba.

12:30 p.m. April 3. Florida International University Graham Center Ballroom, 11200 SW Eighth St., University Park. Free. 305-348-1991. cri.fiu.edu.

One Voice, Two Attitudes: Perceptions of Spanish and English among Cuban Americans in Miami: This lecture will present data from a social-psychological/linguistic study conducted in Miami, where half of the Latino participants reported Cuban heritage and sheds light on the role of deep perceptions in the cross-generational loss of Spanish in the U.S.

12 p.m. March 27. FIU Modesto Madique Campus, CBC 232, 11200 SW Eighth St., Southwest Miami-Dade. Free. 305-348-1991. cri.fiu.edu.

CITY OF MIAMI GARDENS
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on Wednesday, April 9, 2014, beginning at 7:00 p.m., the City Council of the City of Miami Gardens will conduct a public hearing to approve an Interlocal Agreement with Miami-Dade County to implement the Miami Gardens Bus Circulator Service. A translator will be available to assist Spanish speakers. This public hearing will take place at City Hall, in the City Council Chambers, located at 1515-200 NW 167th Street, Bldg. 5, Miami Gardens, Florida 33169.

ALL INTERESTED PARTIES are invited to attend and participate.

For further information please contact the City Manager's office at 305-622-8000.

Ronetta Taylor, MMC
City Clerk
City of Miami Gardens

Pursuant to Florida Statutes 286.0105, the City hereby advises the public that if a person decides to appeal any decision made by this Board, Agency or Commission with respect to any matter considered at its meeting or hearing, he or she will need a record of the proceedings, and that for such purpose, affected person may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact Ronetta Taylor, MMC, City Clerk at 305-622-8003, not later than 48 hours prior to such meeting.

CITY OF HIALEAH
PUBLIC HEARING
April 8, 2014

THE HIALEAH CITY COUNCIL AT ITS MEETING OF MARCH 25, 2014, APPROVED THE FOLLOWING PROPOSED ORDINANCES ON FIRST READING. SECOND READING AND PUBLIC HEARING FOR FINAL ADOPTION WILL BE HELD ON APRIL 8, 2014.

ALL INTERESTED PARTIES ARE INVITED TO PARTICIPATE. THE MEETING WILL BEGIN AT 7:00 P.M. THE PROPOSED ORDINANCES WILL BE AVAILABLE FOR INSPECTION AND COPYING AT THE OFFICE OF THE CITY CLERK, 3rd FLOOR, 501 PALM AVENUE, HIALEAH, FL., FROM 8:30 A.M. TO 5:00 P.M. (Note: Due to the Miami Herald's deadline, ordinances that are tabled, denied or withdrawn will appear in this advertisement)-

ORDINANCE GRANTING A SPECIAL USE PERMIT (SUP) TO ALLOW THE OPERATION OF A USED COOKING OIL STORAGE FACILITY ON PROPERTY ZONED M-1 (INDUSTRIAL DISTRICT) AND GRANTING A VARIANCE PERMIT TO ALLOW 15 PARKING SPACES, WHERE 20 ARE REQUIRED, AND TO ALLOW ALL PARKING SPACES TO BACK OUT ON TO THE STREET, WHERE BACKOUT PARKING IS ONLY ALLOWED IN LOW DENSITY RESIDENTIAL DISTRICTS, CONTRA TO HIALEAH CODE §§ 98-2189(15) AND 98-2190. **PROPERTY LOCATED AT 720 WEST 26 STREET, HIALEAH, FLORIDA.** REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE GRANTING A VARIANCE PERMIT TO ALLOW A 15-FOOT TWO-WAY DIRECTION DRIVEWAY ON PROPERTY ZONED CR (COMMERCIAL-RESIDENTIAL DISTRICT), CONTRA TO HIALEAH CODE §98-2188(m). **PROPERTY LOCATED AT 275 EAST 9 STREET, HIALEAH, FLORIDA.** REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE GRANTING A VARIANCE PERMIT TO ALLOW A REPLAT OF TWO SUBSTANDARD LOTS THE FIRST LOT HAVING A WIDTH OF 48 FEET, MORE OR LESS, WHERE A MINIMUM AVERAGE WIDTH OF 75 FEET IS REQUIRED, A TOTAL AREA OF 6,507 SQUARE FEET, MORE OR LESS, WHERE A TOTAL AREA OF AT LEAST 7,500 SQUARE FEET IS REQUIRED AND A CORNER SIDE SETBACK OF 12.5 FEET, WHERE 15 FEET ARE REQUIRED, AND THE SECOND LOT HAVING A WIDTH OF 40 FEET, MORE OR LESS, WHERE A MINIMUM AVERAGE WIDTH OF 75 FEET IS REQUIRED, AND A TOTAL AREA OF 5,639 SQUARE FEET, MORE OR LESS, WHERE A TOTAL AREA OF AT LEAST 7,500 SQUARE FEET IS REQUIRED, CONTRA TO HIALEAH CODE §§ 98-347(4), 98-499, AND 98-501. **PROPERTY LOCATED AT 385 WEST 42 STREET, HIALEAH, FLORIDA.** REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

THE HIALEAH CITY COUNCIL AT ITS MEETING OF APRIL 8, 2014, WILL CONSIDER THE FOLLOWING PROPOSED RESOLUTION.

ALL INTERESTED PARTIES ARE INVITED TO PARTICIPATE. THE MEETING WILL BEGIN AT 7:00 P.M. THE PROPOSED ORDINANCES WILL BE AVAILABLE FOR INSPECTION AND COPYING AT THE OFFICE OF THE CITY CLERK, 3rd FLOOR, 501 PALM AVENUE, HIALEAH, FL., FROM 8:30 A.M. TO 5:00 P.M. (Note: Due to the Miami Herald's deadline, ordinances that are tabled, denied or withdrawn will appear in this advertisement)

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA APPROVING THE FINAL DECISION OF THE PLANNING AND ZONING BOARD, DECISION NO. 1404 THAT GRANTED ADJUSTMENTS ON PROPERTY LOCATED AT **929 WEST 67 STREET, HIALEAH, FLORIDA;** AND PROVIDING FOR AN EFFECTIVE DATE.

Persons wishing to appeal any decision made by the City Council with respect to any matter considered at this meeting will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in this proceeding should contact the Office of the City Clerk at (305) 883-5820 for assistance no later than seven (7) days prior to the meeting. If hearing impaired, telephone the Florida Relay Service numbers (800) 955-8771 (TDD), (877) 955-8773 (SPANISH) or (800) 955-8770 (VOICE).

Marbelys L. Fatjo, Esq.
Acting City Clerk

Memorandum

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Charles Scurr, Executive Director

Date: September 17, 2014

Re: **CITT AGENDA ITEM 5C:**
RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST (CITT) RECOMMENDING THAT THE BOARD OF COUNTY COMMISSIONERS (BCC), AUTHORIZE THE COUNTY MAYOR OR MAYOR'S DESIGNEE OR MIAMI-DADE TRANSIT DIRECTOR TO EXECUTE AN INTERLOCAL PUBLIC TRANSPORTATION SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI GARDENS FOR THE PROVISION OF PUBLIC TRANSPORTATION SERVICES; AND AUTHORIZING THE COUNTY MAYOR, COUNTY MAYOR'S DESIGNEE, OR MIAMI-DADE TRANSIT DIRECTOR TO EXERCISE THE PROVISIONS CONTAINED THEREIN **(MDT - BCC Legislative File No. 141850)**

On September 17, 2014, the CITT voted (12-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 14-069. The vote was as follows:

Paul J. Schwiep, Esq., Chairperson – Aye
Hon. Anna E. Ward, Ph.D., 1st Vice Chairperson – Aye
Glenn J. Downing, CFP®, 2nd Vice Chairperson – Aye

Joseph Curbelo – Aye
Alfred J. Holzman – Aye
Jonathan Martinez – Aye
Miles E. Moss, P.E. – Absent
Marilyn Smith – Aye
Peter L. Forrest – Aye
Prakash Kumar – Aye
Alicia Menardy, Esq. – Aye
Hon. James A. Reeder – Aye
Hon. Linda Zilber – Aye

cc: Alina Hudak, Deputy Mayor/Interim Director Public Works & Waste Management Department
Bruce Libhaber, Assistant County Attorney