Approved _____ Mayor
Veto _____
Override _____

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

10-02-07

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

RESOLUTION NO. 1082-07

RESOLUTION AUTHORIZING THE EXECUTION OF THE INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS FOR THE PROVISION OF HURRICANE/STORM EMERGENCY EVACUATION AND RE-ENTRY TRANSPORTATION SERVICES FROM MONROE COUNTY TO FLORIDA CITY; AND AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE 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; and

WHEREAS, the Monroe County Board of County Commissioners has allocated funds to Miami-Dade County to provide transportation services to Monroe County workforce and residents during evacuation, re-entry, and recovery phase; and

WHEREAS, Miami-Dade County operates transit service along U.S. 1 between Mile Marker (MM) 50 in Monroe County and Florida City in Miami-Dade County, known as the Dade-Monroe Express; and

WHEREAS, Monroe County previously requested and Miami-Dade County implemented additional service on the Dade-Monroe Express during the recovery phase from the 2005 hurricanes and eliminated the fares paid by passengers for that specified period of time; and

WHEREAS, Monroe County wishes to be able to implement such additional services before and after future emergencies,

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Interlocal Agreement between Miami-Dade County and the Monroe County Board of County Commissioners for the provision of hurricane/storm emergency evacuation and re-entry transportation services in substantially the form attached hereto and made a part hereof; and

MEMORANDUM
(Revised)

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

DATE: October 2, 2007

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

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

Please note any items checked.

_____ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised

_____ 6 weeks required between first reading and public hearing

_____ 4 weeks notification to municipal officials required prior to public hearing

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Bid waiver requiring County Manager's written recommendation

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

_____ Housekeeping item (no policy decision required)

_____ No committee review

authorizes the County Mayor or his designee to execute same for and on behalf of Miami-Dade County and to exercise the provisions contained therein.

The foregoing resolution was offered by Commissioner Dennis C. Moss, who moved its adoption. The motion was seconded by Commissioner Rebeca Sosa and upon being put to vote, the vote was as follows:

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of October, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: KAY SULLIVAN
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency

Bruce Libhaber

INTERLOCAL AGREEMENT

BETWEEN MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AND MIAMI-DADE COUNTY

For EMERGENCY TRANSIT SERVICES

THIS AGREEMENT, made and entered into on the _____day of _____,2007, by and between the Monroe County Board of County Commissioners (BOCC), and Miami-Dade County.

W I T N E S S E T H:

WHEREAS, the BOCC receives funds from the Federal and State government to provide emergency, re-entry, and recovery relief activities to assist residents of the respective Counties to evacuate areas of Monroe County prior to storm and hurricane landfalls and to provide mobility and self-sufficiency after storms and hurricanes have passed as part of the recovery process; and

WHEREAS, the Monroe County BOCC has allocated funds to Miami-Dade County to provide transportation services to Monroe County workforce and residents during evacuation, re-entry, and recovery phase; and

WHEREAS, Miami-Dade County operates transit service along US 1 between Mile Marker (MM) 50 in Monroe County and Florida City in Miami-Dade County known as the Dade-Monroe Express; and

WHEREAS, Monroe County has requested and Miami-Dade County has implemented additional service on the Dade-Monroe Express in the recovery phase from hurricanes in the Fall of 2005 and has eliminated the fares paid by passengers for a specified period of time; and

WHEREAS, Monroe County wishes to be able to implement such additional services before and after future emergencies.

In consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, Monroe County and Miami-Dade County agree as follows:

Memorandum

MIAMI-DADE COUNTY

Date: October 2, 2007

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

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

From: George M. Burgess
County Manager

Subject: Resolution Authorizing Approval of an Interlocal Agreement between Monroe County Board of County Commissioners and Miami-Dade County for Emergency Transit Services

---

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve an Interlocal Agreement between Miami-Dade County and the Monroe County Board of County Commissioners for the operation of a Monroe County emergency evacuation and re-entry transit services. It is further recommended that the Board authorize the County Mayor, or his designee, to execute this Interlocal Agreement.

SCOPE

The services to be provided will span from Marathon in the Middle Keys (at Mile Marker 50) to either Florida City (Super Wal-Mart location) or to the Hurricane Shelter at Florida International University South Campus. Therefore, the impact of this Agreement will be in Commission Districts 8, 9 and possibly 11.

FISCAL IMPACT

Monroe County has agreed to be responsible for and pay the difference between the regular total hours and the additional hours of service provided by the Dade-Monroe Express bus operations for any emergency service.

Initially Monroe County will be billed for $129,276 for emergency transportation services provided during the 2005 Hurricane season (from October 31, 2005 through January 1, 2006). The rate for the Dade-Monroe Express during that period was $57.00 per hour. No additional emergency services have been provided after January 1, 2006. For all services thereafter, the fee shall be that in effect at the time of the emergency.

American Coach Lines, the current provider for the Dade-Monroe Express service, will record and provide the additional service hours performed and forward that data to Miami-Dade Transit's (MDT) Mobility Planning section. The Mobility Planning staff will forward the hourly fee, service operation hours, and days of operation to MDT's finance division to initiate billing to Monroe County for the services.

TRACK RECORD/MONITOR

This is the first Agreement between Miami-Dade County and Monroe County for the provision of bus services pertaining to emergency evacuations, re-entry, and recovery for Monroe County. The project manager for this agreement is Harry Rackard, Manager, MDT, Transit Mobility Planning.

BACKGROUND

Due to the effects of Hurricane Wilma during the 2005 Hurricane season, Monroe County experienced surges which impacted a large sector of Monroe County. These storm surges created a large number of residential, commercial and vehicle losses; which resulted in mobility barriers for residents, visitors, workers, and tourists. As a result, Monroe County asked MDT to provide transit services for emergency evacuations, re-entry and recovery. This assistance was provided from October 2005 to December 2005 under the State of Florida Emergency Order 05-219. MDT provided transportation utilizing the Dade-Monroe Express provider at that time (JGT Transportation) and Monroe County provided diesel fuel at a flat rate of $2.00 per gallon.

Should a hurricane or tropical storm impact South Florida, this Interlocal would commence upon the declaration of a local state of emergency by Monroe County Emergency Management. MDT and American Coach Lines will be contacted by Monroe County to begin the service.

Assistant County Manager

Article 1
Scope of Services

1.1 Monroe County shall provide funds to Miami-Dade County to reimburse Miami-Dade County for the transit services on the Dade-Monroe Express implemented during emergency evacuation, re-entry, and recovery period during mandatory storm evacuation for the emergency period: October 31, 2005 to January 1, 2006. At the request of Monroe County officials, the Dade-Monroe Express operated additional hours and passenger fares were eliminated. The reimbursement by Monroe to Miami-Dade County shall be for additional service operated during the emergency period and to pay for the fares that regular bus passengers did not pay.

1.2 For future emergencies, Monroe County through its Mayor, County Administrator, or Fire Chief, shall notify Miami-Dade County of the specific needs for adjustment of transit schedules or fare payments on the Dade-Monroe Express and the beginning date of the changes. The notification may be verbal to meet emergency needs, but must be followed up in writing and signed by Monroe County through its Mayor, or County Administrator. Miami-Dade County shall reply accepting the changes and suggesting alternatives. The reply may be verbal to meet emergency needs but must be followed-up in writing. Miami-Dade County shall implement the agreed upon changes as soon as possible in accordance with governing documents, such as Collective Bargaining Agreement or a contract between Miami-Dade County and the private transportation provider, if any. Monroe County shall notify Miami-Dade County, in writing, as to when the emergency service shall be terminated with at least sufficient time for Miami-Dade County to react in accordance with governing documents.

1.3 Miami-Dade County shall provide. directly or by contract to a private transportation provider, the following services, which include but are not limited to:

A. The operation of the Dade-Monroe Express with approximately six (6) full-sized buses that meet the requirements of the American with Disabilities Act of 1990.

B. The operation of additional Monroe County emergency evacuation and re-entry transportation services, as agreed by the parties, with buses that are in compliance with ADA regulations. This agreement may be reached verbally by the County Administrator for Monroe County, or his/her designee, and the Miami-Dade Mayor for Miami-Dade County, or his/her designee, but shall be confirmed in writing, executed by the respective authorized signatory within two weeks of the verbal agreement.

C. Operation of the Dade-Monroe Express from (approximately) 5:15 am to 1:20 am, seven (7) days per week as frequently as hourly. If necessary, and by mutual agreement of both parties, schedules may be modified to meet passenger needs within budgetary constraints.

1.4 No changes in the scope of services may be made unless such change is made in writing and mutually agreed to by both parties.

1.5 Notification required in this Article shall conform to the requirements of Article 14, below.

1.6 Decisions to initiate and/or terminate services shall be made by the County Administrator for Monroe County or his/her designee for Monroe County and by the Miami-Dade County Mayor or his/her designee for Miami-Dade County under their respective emergency authorities.

Article 2
Term and Time of Performance

The term of this Agreement shall begin on the effective date of this Agreement of October 31, 2005 and end on January 31, 2009, subject to the availability of funds.

This Agreement may be renewed on an annual basis by mutual consent of the parties for up to four additional twelve (12) month periods. Options may be exercised at the discretion of in writing by the Monroe County Administrator BOCC, and the Miami-Dade County Mayor or his designee. The initial term for time and performance for retroactivity is October 31, 2005 to January 2006.

Article 3
Program Reports

Miami-Dade County shall prepare a Passenger Activity and Revenue Report, which details, on a monthly basis, the daily ridership and revenue. The initial report shall be submitted to Monroe County no later than the ninetieth (90th) day after the effective date of this Agreement. Reports for subsequent months shall follow at thirty (30) day intervals. Invoices for reimbursement of expenses shall accompany the reports. Monroe County shall pay the invoices within thirty (30) days of receipt of the invoice pursuant to the Florida Prompt Payment Act.

By mutual agreement, other reports may be required and shall be prepared and submitted by Miami-Dade County in accordance with the mutual, written agreement. Those other reports must be based on data readily available to Miami-Dade County such that there are not additional costs incurred by Miami-Dade County to collect such data.

Failure to submit the report detailed above, or any other mutually agreed-upon reports in a timely fashion, may result in the withholding of payment(s) due or that will become due under the terms of the Agreement, until such time as the required information is provided. If Monroe County feels that any report is late or missing, a notice shall be given by

Monroe County to Miami-Dade County, to the address provided under Article 14 of this Agreement, and Miami-Dade County shall be given the opportunity to resolve the issue.

Article 4
Compensation

4.1 Monroe County agrees to pay Miami-Dade County in the manner specified in Section 4.2. It is acknowledged and agreed by Miami-Dade County that this amount is the maximum payable and constitutes a limitation upon Monroe County's obligation to compensate Miami-Dade County for the costs related to this Agreement. Maximum payment shall not exceed Miami-Dade Transit expenses for operating additional service or fares lost due to allowing passengers to board buses during the emergency period without paying a fare. For the emergency period in the Fall of 2005, the fare was one dollar and eighty five cents ($1.85) per rider of regular buses. For future emergency periods, the fare shall be that in effect at the time of the emergency.

4.2 Method of Payment

A. Monthly Invoice

1. Miami-Dade County shall submit an original invoice **(Exhibit C)** for the total number of free riders who used a regularly scheduled non-emergency bus for the sum of one dollar eighty five cents ($1.85) per person or the going rate as agreed upon by the parties upon for each month of additional emergency and re-entry services as provided for the duration of the emergency period; and Monroe County shall also pay for expenses of operating additional transit service as agreed upon by the parties in writing however, the fee will be for expense of the additional bus service only and will not include the $1.85 per person charge. The monthly invoice shall be paid within thirty (30) days after it is received pursuant to the Florida Prompt Payment Act, Florida Statute 718.73.

2. All invoices shall have the original signature(s) of the persons authorized to sign invoices in accordance with the organizational responsibility document **(Exhibit D)** and shall be submitted to the Monroe County Emergency Management Director each month.
3. The final monthly billing invoice for this contract must be submitted no more than ninety (90) days after the end of the contract. Invoices for the months between October 1, 2005 and the month during which the contract is fully executed will be submitted within 90 days of the end of the month during which this contract has been fully executed.

4. Notwithstanding any provision of this Agreement to the contrary, Monroe County may withhold, in whole or in part, payment to the extent necessary to protect itself from loss due to inaccurate or disallowed expenses, which has not been granted prior approval by the designated Monroe County representative. The amount withheld shall not be subject to payment of interest by Monroe County.

4.3 Invoices shall be submitted to Monroe County at:

Monroe County Emergency Management Department
490 63rd Street, Suite 150
Marathon, Florida 33050

Article 5
Changes in Scope of Services

Any change to the Scope of Services must be accomplished by a written amendment, executed by the parties in accordance with **Article 23** below.

Article 6
Indemnification

The Provider shall indemnify and hold harmless the Monroe County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Monroe County 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, relating to or resulting from this agreement by the provider or its employees, agents, servants, partners, principals or subcontractors. Miami-Dade County shall to the extent allowable under Florida Statute 768.28 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 Monroe County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend Monroe County or its officers, employees, agents and instrumentalities as herein provided.

Article 7
Insurance

Miami-Dade County is a political subdivision of the State of Florida as defined by Section 768.28, Florida Statutes; therefore, Miami-Dade County is self-insured.

Article 8
Termination

8.1 This Agreement may be terminated for cause by Monroe County or by Miami-Dade County if the party in breach has not corrected the breach within thirty (30) days after written notice from the aggrieved party identifying the breach. This Agreement may be terminated for convenience by either party upon not less than sixty (60) days' written notice to the other party. This Agreement may also be terminated by Monroe County upon such notice in the event Monroe County reasonably determines that termination is necessary to protect the public health, safety, or welfare.

8.2 Termination of this Agreement for cause shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work as set forth in this Agreement, or multiple breaches of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.

8.3 Notice of termination shall be provided and promptly confirmed in writing in accordance with the "Notices", **Article 14** of this Agreement.

8.4 In the event this Agreement is terminated for convenience, Miami-Dade County shall be paid for any expenses incurred to the date the Agreement is terminated and for all non-cancelable commitments entered into in performance of this Agreement as of the date of receipt of notice of termination. However, upon being notified of Monroe County election to terminate, Miami-Dade County shall refrain from performing further services or incurring additional expenses under the terms of this Agreement.

8.5 In the event this Agreement is terminated, any compensation payable by Monroe County shall be withheld until all documents are provided to Monroe County pursuant to **Sections 4.2 and 8.1.**

Article 9
Access to Records

Miami-Dade County shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by Miami-Dade County in conjunction with this Agreement. Failure by Miami-Dade County to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Monroe County.

Article 10
Audit Right and Retention of Records

Monroe County shall have the right to audit the books, records, and accounts of Miami-Dade County that are related to this Agreement. Miami-Dade County shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. Miami-Dade County shall preserve and make available, at reasonable times for examination and audit by Monroe County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Monroe County to be applicable to Miami-Dade County records, Miami-Dade County shall comply with all requirements thereof; however, Miami-Dade County shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Monroe County disallowance and recovery of any payment upon such entry.

Article 11
Nondiscrimination, Equal Employment Opportunity, and Americans with Disabilities Act

Miami-Dade County shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Miami-Dade County shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by Monroe County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Miami-Dade County shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

Miami-Dade County decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery. Miami-Dade County shall not engage in any discriminatory practice in performing any services pursuant to this Agreement.

Article 12
Independent Contractor

Miami-Dade County is an independent contractor under this Agreement. In the execution of this Agreement, and rendering of services prescribed by this Agreement, the contractor shall maintain at all times its independent status; and shall be considered an independent contractor in the performance of its duties and responsibilities under this Agreement. Nothing in this Agreement is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties.

In providing such services, neither Miami-Dade County nor its agents shall act as officers, employees, or agents of Monroe County. Monroe County nor its agents shall act as officers employees, or agents of Miami-Dade County.

Article 13
Third Party Beneficiaries

Nothing contained herein shall create any relationship, contractual or otherwise, or any rights in favor of, any third party.

Article 14
Notices

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

For Monroe County Board of County Commissioners:

Monroe County Administrator
1100 Simonton Street
Key West, Florida 33040

For Miami-Dade County

Director
Miami-Dade Transit
Stephen P. Clark Government Center
111 NW First Street, Suite 910
Miami, Florida 33128

Article 15
Assignment and Performance

Except as mutually agreed upon in writing by the parties, neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party except as it relates to Miami-Dade County contracting the service.

Article 16
Conflicts

Neither Miami-Dade County nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Miami-Dade County loyal and conscientious exercise of judgment related to its performance under this Agreement in accordance with the Miami-Dade County Code. Miami-Dade County agrees to prohibit contractors from having any conflicts within the meaning of this section.

Article 17
Contingency Fee

Miami-Dade County warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Miami-Dade County, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Miami-Dade County, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Monroe County shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

Article 18
Materiality and Waiver of Breach

Monroe County and Miami-Dade County agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

The parties' failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

Article 19
Compliance with Laws

Miami-Dade County shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement and with all applicable laws relating to the provision of transit service

Article 20
Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless Monroe County or Miami-Dade County elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within ten (10) days after the finding by the court becomes final.

Article 21
Joint Preparation

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to has expressed their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

Article 22
Applicable Law and Venue

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Eleventh Judicial Circuit of the State of Florida

Article 23
Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in writing. The County Manager may execute any amendment to this Agreement on behalf of Miami-Dade County.

Article 24
Prior Agreements

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with **Article 23.**

SIGNATORY FORM

AUTHORIZED SIGNATURES FOR: **Miami-Dade County**
PROGRAM ENTITLED: **Transit Services**
CONTRACT NUMBER: **Interlocal Agreement**
CFDA NUMBER(S): **TANF: 93.558**

_____ _____
Signature of Authorized Officials

_____ _____
Date Date

_____ _____
Typed Name of Authorized Officials

_____ _____
Full Title of Authorized Officials

_____ _____
Signature of Person Attesting
Signature that Appears on Line 1a

Signature of Person Attesting
Signature that Appears on Line 1b

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____ _____
Administrator, Monroe County Date

BY: _____ _____
Mayor, Monroe County Date