

Date: January 24, 2012

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

Agenda Item No. 8(0)(4)

From: Carlos A. Gimenez  
County Mayor

Resolution No. R-48-12

Subject: Resolution Authorizing Approval and Execution of an Interlocal Public Transportation Services Agreement Between Miami-Dade County and the City of Miami Beach for the County to Operate a Local Circulator Service (South Beach Local)

**RECOMMENDATION**

It is recommended that the Board of County Commissioners (Board) approve an Interlocal Agreement (Agreement) between Miami-Dade County (County), through Miami-Dade Transit (MDT) and the City of Miami Beach (City) for the operation of public transportation services in and around South Beach (South Beach Local).

**SCOPE**

This Interlocal Agreement has a direct impact on Commission Districts 4 and 5. 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**

This Interlocal includes scheduling efficiencies to the South Beach Local which reduce the County's share of the operating cost by approximately \$243,000 per year. The net operational cost for the South Beach Local service is estimated at \$3,152,000 in the initial year of the Agreement. The cost will be funded from reimbursements from the City out of their Charter County Transportation Surtax allocation. The reimbursement amount is approximately \$1,213,121 for FY 2011-12 and will be adjusted in subsequent fiscal years, in accordance with the Miami-Ft. Lauderdale CPI Transportation Index (Article 6 of the Agreement).

The \$1,938,879 balance will continue to come from MDT operating funds. By coordinating and combining the transit resources of the City and County, a greater level of service is being provided.

**TRACK RECORD/MONITOR**

This will be the second Interlocal Public Transportation Services Agreement between MDT and the City and will allow MDT to operate the South Beach Local. The project manager for this agreement is Mr. Robert Pearsall, Section Chief, Service Planning and Scheduling.

**DELEGATED AUTHORITY**

In accordance with Section 2-8.3 of the Miami-Dade County Code related to identifying delegation of Board authority, there are no authorities beyond that specified in the resolution which include authority for the Mayor, Mayor's designee, or MDT Director to execute an Interlocal Public Transportation Services Agreement between Miami-Dade County and the City of Miami Beach.

**BACKGROUND**

In 2005, the South Beach Local replaced the City's Electrowave Shuttle Service. The Electrowave Shuttle Service had been in service continuously since 1998 providing public transportation for the

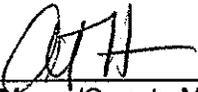
South Miami Beach residents and visitors. The current South Beach Local has been in service since September 25, 2005 and has expired.

The South Beach Local is a bi-directional circulator that services the following key destinations: Belle Isle; Collins Park; South Miami Beach; South Pointe; Ziff Jewish Museum; Washington Avenue; Miami Beach Convention Center; Fillmore Miami Beach at the Jackie Gleason Theater; 17 Street; City Hall; Meridian Avenue; Holocaust Memorial; Dade Boulevard; Bay Road/20th Street; Lincoln Road; West Avenue; and Alton Road. Currently, the buses operate between 7:40 am to 1:00 am. The waiting time between buses is 13 minutes with off-peak service operating every 20 minutes. The estimated annual ridership is approximately 1,563,000.

The City desires to have the County continue to provide circulator transportation service within the City of Miami Beach that is convenient, reliable, cost effective, and compliant with the Americans with Disabilities Act (ADA) rules and regulations. Residents and visitors will have access to shopping areas and local facilities as well as expanded access to destinations that should improve their quality of life. The County provides information on the South Beach Circulator through MDT's regular and customary public information dissemination modes (maps, brochures, materials, etc.). This agreement is for five years; with two automatic five-year extensions.

MDT routinely reviews the efficiency of bus routes. In review of the South Beach local, the Department discontinued service after midnight because it did not meet service standards. Therefore the buses will now operate between 7:40am and 12:00am. Scheduling adjustments will also be made to the South Beach Local to improve on-time performance (see Appendix C). Fares for the South Beach Local will continue to be 25 cents, which is the same fare as the other circulators within the system (Overtown, Coconut Grove, Brickell Key, Brownsville, and the Seaport). Although we are not adjusting the fare at this time, consistent with the attached Agreement, fares may be modified by mutual consent of both Miami-Dade County and the City (Sec. 3.2).

MDT and the City worked collaboratively to adjust the schedule. This Interlocal was approved by the City on October 20, 2011 (Reso #2011-27773). MDT shall provide public transportation services during the timeframes reflected in the attached Appendix C. A copy of the Interlocal Public Transportation Services Agreement is also attached hereto as reference.

  
\_\_\_\_\_  
Deputy Mayor/County Manager



# MEMORANDUM

(Revised)

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

**DATE:** January 24, 2012

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

**SUBJECT:** Agenda Item No. 8(O)(4)

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(o) (4)  
1-24-12

RESOLUTION NO. R-48-12

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI BEACH AND ACCEPT \$1,213,121.00 FROM THE CITY OF MIAMI BEACH FOR THE PROVISION OF PUBLIC TRANSPORTATION SERVICES; AND AUTHORIZING THE COUNTY MAYOR, COUNTY 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 finds it is in the best interest of the County and the City of Miami Beach to implement and execute the attached Interlocal for the provision of public transportation services and authorizes the County Mayor, County Mayor's designee, or MDT Director to execute same for and on behalf of Miami-Dade County.

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 24<sup>th</sup> day of January, 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: **Christopher Agrippa**  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

A handwritten signature in black ink, appearing to read "B.L.", is written over a horizontal line.

Bruce Libhaber

**Interlocal Agreement  
between  
Miami-Dade County and the City of Miami Beach  
for the Provision of  
A Transit-Circulator Route Service in South Beach  
to be Known as the SOUTH BEACH LOCAL**

This is an Interlocal Agreement, made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2011, 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 Beach, a municipal corporation of the State of Florida, hereinafter referred to as "the City".

**WITNESSETH:**

WHEREAS, the County operates the South Beach Local as a two-way circular transit service to the eastern and western areas of South Beach; and

WHEREAS, both the City and the County wish to have the County continue to operate the circulator route service in South Beach, to be known as "The South Beach Local" and

WHEREAS, the South Beach Local provides transit service to connect commercial and recreational activity centers with the high density residential neighborhoods and tourist activities in South Beach, and would provide the advantages of small buses with short headways and low-cost fares to attract riders who would otherwise contribute to traffic congestion and parking shortages by driving; and

WHEREAS, the South Beach Local combines the transit resources of the County's consolidated routes to 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 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 transit services or contributing to the provision of the services described in this Agreement under contract to the County.

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- 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 City" shall mean the City of Miami Beach 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 South Beach Local" shall mean a Bi-Directional Transit Circulator Route Service in South Beach, operating diesel minibuses.
- 1.12 "TOS" shall mean a Transit Operation Supervisor (TOS) who will be assigned to the zone where the South Beach Local bus service will be provided; a TOS will monitor the South Beach Local bus service on the field level.

## ARTICLE 2

### GENERAL REQUIREMENTS

- 2.1 Compliance with Applicable Laws and Regulations. The City and the County and their 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 South Beach Local 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 Vehicles. All vehicles utilized to provide the South Beach Local service shall be owned and maintained by the County and shall be part of the MDT fleet. The vehicles 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 vehicles shall be maintained in conformance with manufacturer's specifications, MDT standards, and in compliance with applicable federal funding requirements.

2.2.1 Vehicles shall be painted or decaled in distinctive livery, such as the special logos, colors and designs shown in Exhibit A. The logo of the South Beach Local service shall be displayed on the vehicles along with the logo or other branding being used by the County. The vehicles in this livery shall be used only for the South Beach Local service. In circumstances when the special-liveried buses are not available for service, standard Metrobus minibuses may be used.

2.2.2 All vehicles will be equipped with Automatic Passenger Counters (APC). All vehicles will be equipped with on-board surveillance equipment (voice and video) and automated vehicle locator (AVL) systems.

2.2.3 In the event that this Agreement is terminated prior to the useful life of the vehicles, as specified in Federal regulations, MDT shall reimburse FTA the depreciated value of the four (4) vehicles purchased with FTA funds that the City received as either a direct recipient or a pass through from MDT and that were transferred to the County. Any money remaining after the disposal of the buses and reimbursement to FTA shall be provided to the City. The vehicles purchased by the County shall remain part of the MDT service fleet and can be repainted or redecaled to conform to standard Metrobus livery then in effect.

2.2.4 In the event that this Agreement is terminated, the County agrees to allow the City to purchase additional diesel minibuses from its bus procurement contract and at the sole option of the City.

2.3 Compliance with Procurement Requirements. The County and the City 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, if 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 enhance service supervision for the South Beach Local service by assigning a Transit Operation Supervisor (TOS) to the zone where the service will be provided; a TOS will monitor the South Beach Local route service on the field level. The Director or his Designee shall act as a contact person for the City Representative. Customer service will be provided through the County's 311 system.
- 2.6 City Representative. The City Manager or his designee shall act as liaison to the County's staff and notify the County thereof. The City shall promptly notify the County of any changes.
- 2.7 Public Coordination. The County and City Representatives shall present proposed modifications to the alignment, schedule and fare of the South Beach Local service to the City of Miami Beach Transportation and Parking Committee (TPC). In addition, the County Representative shall provide to the TPC biannual presentations on the overall performance and quality of service of the South Beach Local service that shall include ridership data and trends, supporting data for Service Standards, and any other data reasonably requested by the City.
- 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 and the City 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 and the City Manager, or their designees, subject to authorization by the City Commission.

### ARTICLE 3

#### THE SOUTH BEACH LOCAL SERVICE

- 3.1 Provision of the South Beach Local Service. The County shall provide the South Beach Local service within the southern portion of the City of Miami Beach 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 and the City Manager, or their designees.

Exhibit C defines the level of service that is required under this Agreement. The County will provide sufficient resources, including, but not limited to, buses and drivers, to maintain this level of service.

- 3.2 Fares. The fare for the South Beach Local service shall be twenty five cents (\$0.25). Any proposed changes to the regular fare of \$0.25 will be presented to the City's TPC and must be approved by the City 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 South Beach Local service without paying any additional fare. The South Beach Local service operators shall charge fares 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 South Beach Local service shall enable passengers to connect with other County Metrobus routes at points where the routes intersect, merge, or diverge. The South Beach Local service operating schedules shall be coordinated with County Metrobus service to the extent possible.
- 3.4 The South Beach Local Service Shown on County Bus Schedules and Maps. The County shall include the South Beach Local 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 South Beach Local 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 South Beach Local Service Schedules. The County shall make available to its Metrobus, Metrorail, and Metromover passengers and potential passengers maps and schedules of the South Beach Local service. Such maps and schedules shall display the logo, "South Beach Local", and County branding.
- 3.6 Bus Passenger Shelters and Benches. The City or its contractor shall install and maintain the bus passenger shelters and/or benches at all of the South Beach Local bus stops where site conditions allow. Where shelters cannot be installed, the City 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 South Beach Local service. The City agrees that it will be the responsibility of the City to comply with all ADA regulations with regards to accessibility to and from bus passenger stops and bus shelters.
- 3.7 Service Quality Standards. The County shall abide by its Service Standards and the Service Quality Standards provided by the City for the South Beach Local service and hereby attached as Exhibit D.

- 3.8 Selection of Drivers. Drivers will pick this route in accordance with the Collective Bargaining Agreement (CBA).
- 3.9 Bus Driver Training. Bus driver training material will include information on the South Beach Local service and the unique nature of the South Beach community. When bus drivers are hired, the County shall conduct *Customer Service Excellence Training (Exhibit E)* and is encouraged to conduct an *Ambassador Training (Exhibit F)* for bus drivers and Transit Operations Supervisors (TOS) and make courteous service part of Bus Operators and TOS performance evaluation. The South Beach Local route map will include the location of South Beach destinations so that bus drivers will be able to answer such requests from passengers. Refresher training will be conducted as required by CBA.
- 3.10 Reports. The County shall provide the City Representative a quarterly report of performance that shall include ridership data and trends, supporting data for Service Standards, and any other data reasonably requested by the City.

The County shall provide an annual performance report to the City. Annual reports shall be submitted in May of each year and shall include ridership data and trends, supporting data for Service Standards, and any other data reasonably requested by the City.

The County shall provide in March of each year the projected operating costs for the South Beach Local service for the next fiscal year. The County shall provide finalized costs in July of each year for consideration by the City Commission as part of the City's annual budget preparation process.

Pursuant to Federal Transit Administration funding requirements, the County shall provide the following information to the City on an annual basis:

1. Equal Employment Opportunity complaints related to employees that operate the South Beach Local and their resolutions.
2. Annual maintenance records for Optima buses 6341, 6342, 6343, and 6344. Records must include the mileage of the buses at time of preventative maintenance.
3. Maintenance records for ADA accessibility repairs to Optima buses 6341, 6342, 6343, and 6344.
4. Notification to the City upon receipt of applications for ADA certifications for the South Beach service area, including approvals, denials, and appeals.
5. ADA complaints related to the SBL and their resolutions.
6. Copies of submitted annual calendar year Management Information System (MIS) reports for MDT, subrecipients, contractors, subcontractors, and lessees summarizing drug and alcohol test results forms.

- 7. Documentation of notifications to the South Beach service area regarding the public's rights under the Title VI of the Civil Rights Act of 1964.
- 8. Documentation on service equity complaints related to the SBL.
  
- 3.11 City Commission Action. Any South Beach Local service – related items that require consideration and approval by the City Commission shall be submitted in writing by the County to the City 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 South Beach Local is meeting the Service Standards in Section 3.7 of this Agreement. MDT shall coordinate these modifications with the City Representative.
  
- 3.13 Transit Operation Supervisor (TOS) and Customer Service Staff. The County will provide appropriate TOS and Customer Service staff to take care of all complaints and concerns sent directly to the County or the City. The County representative will be available to the City during regular business hours.

ARTICLE 4

INSURANCE

The parties hereto acknowledge that both the County and the City are self-insured governmental entities subject to the limitations of Section 768.28, Florida Statutes. The County and the City 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 City 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 South Beach Local service in any way. The County shall further require all contractors to include the City as a named insured and shall provide the City with a copy of the insurance policy purchased by any contractor prior to the commencement of the South Beach Local 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 City, 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 City, 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 City, 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 City and/or their respective 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, and/or their respective officers, employees, agents or instrumentalities or any other related third party.
- 5.2 In the event the City 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 City, be required to indemnify and hold harmless the County and the City, 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 City, 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 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 the 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 and/or their respective 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, and/or their respective officers, employees, agents or instrumentalities or any other related third party.

## ARTICLE 6

### FINANCIAL ASSISTANCE

- 6.1 Funding. The City shall pay to the County a portion of the South Beach Local Service. The payment shall be made on a quarterly basis, within thirty (30) days of the City receiving an appropriate invoice from the County. The amount of the payment shall be one fourth (1/4th) of the agreed annual City share, unless otherwise agreed upon by the parties.

The City's share for the operating cost for Fiscal Year 2011-12 will be \$1,213,121. Said amount will be prorated in the event services are provided for less than a full year. In subsequent fiscal years, the annual increase or decrease will be the lesser of the Miami-Ft. Lauderdale CPI Transportation Index or three percent (3%).

It is the sole responsibility of the City of Miami Beach 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 South Beach Local service as required in this Agreement.

- 6.2 Operating Expenditure Reports. The County shall prepare and provide to the City Representative quarterly reports of operating expenditures incurred by the South Beach Local 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 City Commission of the City of Miami Beach and the execution by the County Mayor and the City Manager, or their designees, and shall have an initial term of five (5) years. Upon expiration of the initial term, the Agreement may be renewed, by mutual agreement of the parties, for consecutive terms, of five (5) years each (the Renewal Terms). Upon

mutual agreement by both the County and the City to exercise an option to renew this Agreement, approval from County Mayor, and the City Commission will be required.

7.2 Commencement of Service. By specific agreement of the parties, the South Beach Local service shall continue service operated by Miami-Dade County using County buses.

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 City have entered into a written agreement describing the changed services. As specified in federal regulations, substantive changes in the level of service must also be presented to the public.

7.4 Title VI and VII Civil Rights Act of 1964. The City, 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 City, the notice shall be submitted to MDT four (4) months in advance of the next service change line-up.

7.5.1 If the County fails to deliver the services and meet the objectives delineated in this Agreement, and the City terminates the Agreement for Cause, the County will allow the City to operate the South Beach Local service as defined herein.

7.6 Termination for Convenience. Notwithstanding Subsection 7.5 above, the County or the City may terminate this Agreement for convenience upon no less than one hundred twenty (120) days written notice to the other party. If the City terminates this Agreement for convenience, the City agrees to reimburse the County on a prorated basis for financial assistance if is obliged to pay for the South Beach Local service which the County will continue to operate until the next line-up can be implemented without the service.

7.6.1 If the City terminates this Agreement for convenience, the County will allow the City to operate the South Beach Local 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 CITY OF MIAMI BEACH:

City of Miami Beach  
1700 Convention Center Drive  
Miami Beach, Florida 33139  
Attention: Jorge Gonzalez, City Manager

With copy to:  
Fred Beckmann, Director of Public Works  
1700 Convention Center Drive  
Miami Beach, Florida 33139

- 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 CITY 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.

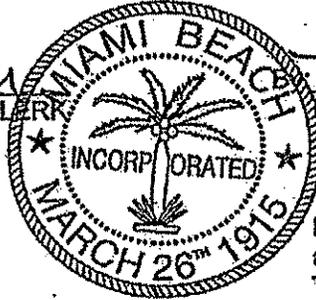
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

CITY OF MIAMI BEACH  
a Municipal Corporation of  
The State of Florida

By: Robert Parcher ROBERT PARCHER, CITY CLERK

By: Matti Herrera Bower MATTI HERRERA BOWER  
MAYOR



ATTEST:

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

By: \_\_\_\_\_  
HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
By Board of County  
Commissioners

By: \_\_\_\_\_  
DEPUTY CLERK

By: \_\_\_\_\_  
Carlos A. Gimenez  
COUNTY MAYOR

Approved by County Attorney as  
to form and legal sufficiency [Signature]

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

[Signature]  
City Attorney

11/4/11  
Date

## EXHIBITS

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

Exhibit "B" Map of the South Beach Local Route

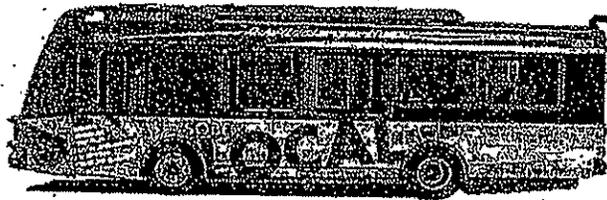
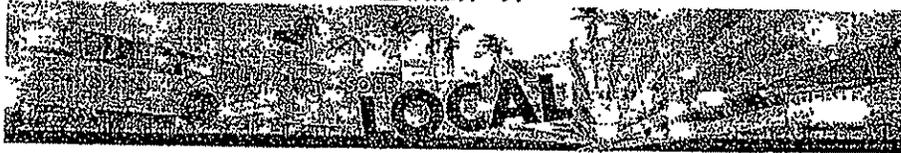
Exhibit "C" Schedule of the South Beach Local Route Service

Exhibit "D" Service Quality Standards

Exhibit "E" Bus Driver Training Bulletin

Exhibit "F" Ambassador Training Program

EXHIBIT "A"



SOBE  
**LOCAL**



- // DINING
- // MUSEUMS
- // NIGHTLIFE
- // LOCAL ATTRACTIONS
- // SHOPPING
- // PARKING GARAGES



**EXHIBIT "C"**

**SCHEDULE**

**Bi-Directional Circulator Service to South Beach**

	<b>Schedule</b>	<b>Headways</b>
<b>Mondays-Fridays</b>	07:40 a.m. to 10:00 a.m. 10:00 a.m. to 06:00 p.m. 06:00 p.m. to midnight	20 minutes 13 minutes 20 minutes
<b>Saturdays</b>	07:40 a.m. to 10:00 a.m. 10:00 a.m. to 06:00 p.m. 06:00 p.m. to midnight	20 minutes 13 minutes 20 minutes
<b>Weekends/Holidays</b>	10:00 a.m. to 6:00 p.m. 06:00 p.m. to midnight	13 minutes 20 minutes

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**Exhibit "D"**

**SERVICE QUALITY STANDARDS FOR THE SOUTH BEACH LOCAL**

1. Provide and maintain a full time Customer Service Representative who will ensure quality of service for The South Beach Local and will be the MDT contact person for the City Representative and the City of Miami Beach Transportation and Parking Committee (TPC).
2. Schedule and maintain, under normal operating conditions, headways of 13 minutes during peak hours, and 20 minutes during off peak hours, or better.
3. Maintain 100% bus availability during all service hours, with a replacement of breakdown buses within no more than 45 minutes.
4. Conduct quarterly evaluation of service hours in order to meet ridership demands and efficiency of service.
5. Monitor operations and quality of services on a daily basis.
6. Submit Quarterly and Annual Reports to the City, as required by Section 3.10 of the South Beach Local Interlocal Agreement, that include the following:
  - a. On-time performance data
  - b. Headway adherence data
  - c. Ridership data by fiscal year, month, week, and day
  - d. Golden Passport, STS, and Patriot Passport ridership data
  - e. Ridership data during special events
  - f. Service complaints received and an explanation on how they were resolved
  - g. Safety/accident reports
  - h. Road call reports
  - i. Work orders submitted and completed

The Service Quality Standards above mentioned, shall be made part of a Quarterly Performance Report to be submitted by Miami-Dade Transit (MDT) to the City Representative and the Transportation and Parking Committee for review and input.

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Exhibit "E"

**CUSTOMER SERVICE EXCELLENCE STANDARDS FOR THE SOUTH BEACH LOCAL**

1. Drivers will pick this route in accordance with the CBA contract.
2. Driver Training: When new drivers are hired, the County will conduct *Customer Service Excellence Training* for bus drivers and make courteous service part of driver performance evaluation. Refresher training shall be conducted in accordance with the CBA:

Drivers will be requested to:

- a. Greet our transit passengers with a smile at all times.
- b. Help passengers with physical difficulties and/or disabilities to get in and out of the bus.
- c. Wait for all passengers to be properly seated prior to moving the bus.
- d. Do not skip any bus stop. If there is a full bus load, stop at the bus stop and inform the waiting passengers that they will have to wait for the next bus to arrive due to a full bus load.
- e. Make a point of waiting a few seconds at the bus stop if you see a nearby passenger rushing and waiving to catch the bus.
- f. Respond to passengers in a courteous manner. The customer is not always right, but always deserves to be treated with dignity and respect.
- g. Provide basic information about the route service and/or connections to other MDT bus lines, upon request.
- h. Provide basic information regarding specific South Beach locations/or attractions, upon request (*Ambassadors Training*).
- i. Provide accurate and understandable answers to passenger questions and/or requests.
- j. If the driver cannot provide an answer to a transit and/or service-related question, direct customer to the MDT-designated Customer Service Representative (phone number) who may have knowledge of the subject matter and respond to the question.
- k. Drivers will dress in attire that is professional, tasteful, appropriate and consistent with the CBA.

Driver training shall also include the *Ambassador Training* provided herein as Exhibit "F."

3. Customer Service Representative: The training listed under Item 2, above, will also apply to the full-time Customer Service Representative, specifically designated by MDT for The South Beach Local service.

4. Customer Service Standards: . . . . .

*Telephone:*

- Telephone will be covered during normal business hours, answering within the third ring.
- Employee will listen and take responsibility for providing an answer and/or solution to the customer question and/or complaint including lost and found inquiries.
- Request permission from the caller before transferring a call. In case the third person is unavailable, provide the caller with the name and number of the person, or ask if the caller wants to leave a message.
- Phone messages received will be responded to (if requested) in a timely manner, even if just to acknowledge receipt. An estimate of time to resolve the problem will be given if applicable.
- Voice mail messages will include employee's full name, working hours, and an optional phone number for customers to call.
- When the employee is away from the office for an extended period of time, the voice mail message will communicate such absence and offer an option for the caller.
- Thank the customer for calling and ask if further assistance is needed prior to concluding the call.

*Written correspondence:*

- Written correspondence starts with a greeting.
- E-mail signatures will include the name, title, department, and contact number.
- Activate the e-mail Out-of-Office Assistance when away from the office for an extended period of time.
- Respond to letters within 10 business days.
- Correct spelling and grammar will be used, including accurate name and address.
- Provide complete, accurate, and precise information regarding the inquiries.
- Fax cover sheets will be legible and include name, telephone number, and the name and fax number of the receiver.

*Personal Contact:*

- Respond to customers in a courteous manner... the customer is not always right, but always deserves to be treated with respect.
- Provide accurate and understandable solutions/options to customer requests or direct the customer to the appropriate person who may have knowledge in the subject matter.
- Average or maximum wait time without an appointment should be no longer than 30 minutes or scheduled for a mutually convenient time.

*Monitoring our Standards:*

- Our customer service team will oversee all customer service standards.

- If drivers and/or Customer Service Representative fail to meet customer service standards, MDT, MBTMA, and City will implement an action plan to improve service.
  - We will listen and do all we can to resolve issues.
  - For questions and/or concerns, contact the Answer Center at 305-604-CITY.
5. In addition, County will develop the City Representative and the Transportation and Parking Committee performance measurements based on the above-mentioned Customer Service Excellence Standards.

**Exhibit "F"**

**AMBASSADOR TRAINING PROGRAM**

The following is made part of the Customer Service Excellence training program for the bus operators and other service providers for The South Beach Local in accordance with the CBA:

1. It is essential that all trainees understand that we do not consider them bus operators – but, Ambassadors of Miami Beach to residents and visitors alike. Role playing skits are utilized to educate and illustrate the exceptional customer service that is expected.
2. Conduct site inspections of nine major attractions in South Beach:
  - Botanical Garden
  - Holocaust Museum
  - Chamber Visitor Centers
  - Art Center/South Florida
  - Bass Museum
  - Wolfsonian/FIU
  - Art Deco Museum & Welcome Center
  - Jewish Museum

At each location they are met by a representative who gives the Ambassadors a tour, explains the background of their venue and answers questions. The museums invite the trainees and a guest to come back another time for a longer visit, if so desired by the trainees.

3. The site inspection is done as they drive the Bi-Directional Circulator route so the Ambassadors know exactly where each venue is located in relation to the route. There are also 15 points of interest along the route that the Ambassadors are required to remember:
  - Convention Center
  - OPA
  - City Hall/Historic City Hall
  - Police Department
  - Lincoln Road
  - South Pointe Park
  - The Regal Cinema
  - Post Office
  - Public Library
  - Colony Theater
  - Miami Beach Marina
  - Boardwalk Access
  - New World Symphony
  - South Shore Hospital

4. They are given a brief history on the founding and development of Miami Beach. Other "Helpful Hints" are also offered like: Halls C & D of the Convention Center are on Convention Center Drive, and Halls A & B on Washington Avenue.

5. This is necessary even if buses have automatic announcing systems. The Route Manager reviews this with the Ambassadors to ensure they are in compliance.

Twice a week the Transit Operation Supervisor (TOS) will ride the South Beach Transit Circulator buses to observe the Ambassadors adherence to these rules, retention of historical and geographical information, as well as friendly, polite and educated service.