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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM Agenda Item No. 8(O)(1)

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

DATE: February 21, 2012

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

SUBJECT: Resolution authorizing the County Mayor to execute an Interlocal Agreement between Miami-Dade County and the City of Miami for the provision of public transportation services

Resolution No. R-178-12

The accompanying resolution was prepared by the Miami-Dade Transit Department and placed on the agenda at the request of Prime Sponsor Commissioner Bruno A. Barreiro.

R. A. Cuevas, Jr.
County Attorney

RAC/up

Memorandum

Date: February 21, 2012

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

From: Carlos A. Gimenez
County Mayor

Subject: Resolution Authorizing Approval and Execution of an Interlocal Agreement Between Miami-Dade County and the City of Miami for the City to Operate Local Circulator Service

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RECOMMENDATION

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

SCOPE

This Agreement has a direct impact on Commission Districts 2, 3, 5, and 7. However, due to the connection of service with other MDT routes, the impact of this Circulator benefits the public, and is therefore, Countywide. The impact of the services is primarily within the City.

FISCAL IMPACT

The City will be using the City's annual Charter County Transportation Surtax (Surtax) proceeds and Florida Department of Transportation (FDOT) grant funding for the operations and maintenance of these routes. The circulator provides transit service to residents and visitors at no cost to the County. Although there is some duplication with MDT service, it is expected that there will be no significant financial impact on MDT revenues.

TRACK RECORD/MONITOR

This will be the first Agreement for public transportation services between MDT and the City. The project manager for this agreement is 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.

BACKGROUND

The Agreement between Miami-Dade County and the City will allow the City to operate public transportation circulator routes within the City to complement MDT services. The 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 allows municipalities to operate public transit services only under Interlocal Agreements with the County. The objective of this Agreement is to provide an alternative mode of transit, which reduces traffic congestion particularly during peak hours.

MDT has provided technical service planning and scheduling assistance to the City in the development of this project.

Key provisions of this Agreement include:

- The City will adhere to all county, federal, state and local transit operating and reporting requirements.

- The Agreement will last for seven years with two five-year automatic extensions. Each party has the right to terminate for cause.

- MDT and the City will work collaboratively to exchange route and schedule information for the benefit of the riders.

- The City will provide service for up to six routes (Exhibit A) as follows:

    1. Health/Stadium District Trolley
    2. Brickell/Biscayne Trolley
    3. Overtown/Allapattah Trolley (Optional Route)
    4. Coral Way Trolley (Optional Route)
    5. Grove Trolley Pilot Project (Optional pilot project)
    6. Overtown/Health District Trolley

    The Health/Stadium District Trolley is planned to begin operation in early March 2012. The remaining routes would be phased in every few months beginning with the Brickell/Biscayne Trolley.

- The City is responsible for passenger shelters and benches at all bus stops served by the Circulator. The City will coordinate with MDT on the placement of bus stop locations for the trolley.

The City shall operate the Circulator routes charging a public transit fare in accordance to fares established by the City of Miami Commission. However, initially no fare shall be collected until the City Commission enacts a fare structure ordinance. In the case where the City may charge a fare (similar to other Agreements for circulator service), this Agreement requires the City's fare structure to include the acceptance of all MDT passes, transfers, or identification entitling an eligible passenger to ride a circulator either without paying an additional fare (i.e., Patriot and Golden Passport) or for half fare (i.e. K-12 student).

The City plans on operating their circulators from 6:30 a.m. to either 6:30 p.m. or 11:30 p.m., depending on the route. The headway or frequency of service would be 10 to 15 minutes in the peak hours and 20 minutes in the off-peak.

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

Deputy Mayor/County Manager

MEMORANDUM

(Revised)

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

DATE: February 21, 2012

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

SUBJECT: Agenda Item No. 8(O)(1)

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)(1)
2-21-12

RESOLUTION NO. R-178-12

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR DESIGNEE TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI 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 to implement and execute the attached Interlocal Agreement 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 **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 21st day of February, 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.

Bruce Libhaber

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

This is an Interlocal Agreement ("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, a municipal corporation of the State of Florida, hereinafter referred to as "the City".

WITNESSETH:

WHEREAS, residents of the City of Miami 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; 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, the parties agree that the City of Miami supplemental public transit mostly performed by Trolley Buses will be conducted in accordance with this Agreement and all applicable Federal , State, County, and City laws, codes, rules and regulations; and

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 "Charter Service As defined in Federal Transit Administration ("FTA"), Final Rule on Charter Service as amended.

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

1.4 "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".

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

1.6 "The City" shall mean City of Miami and authorized representatives there.

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

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

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

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

1.11 "CSD" shall mean the Consumer Services Department of Miami-Dade County

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

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

1.14 "Fares" for the circulator service shall mean individual transportation fees paid by public transit passengers in accordance with a schedule of fares adopted by City Ordinance and as may be amended from time to time by the Miami City Commission

1.15 "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 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 CSD. 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 CSD.

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 CSD 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 CSD 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 the City

of Miami 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. The County will assist the City by providing such applicable procurement requirements to the City Manager at the County's earliest convenience.

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 dug-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 USDOT, 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 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.

2.12 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 County Mayor or the Mayor's designee and the City Manager, or their designees, subject to authorization by their respective Boards.

ARTICLE 3

CITY OF MIAMI 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 as contained in **Exhibit A** and schedules contained in Exhibit **B**, copies of which are attached. Changes to **Exhibit A or B** are to be authorized or approved by the City of Miami Commission, 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 or the Mayor's designee, whose consent will not be unreasonably withheld. Routes designated in Exhibit A as Optional may be initiated or discontinued by unilateral action of the City of Miami.

3.2 Fares. The City shall operate the Circulator charging a Circulator fare in accordance with public transit fares established by the City of Miami Commission, as may be modified from time to time. Initially no fare shall be collected until such a time as the City of Miami Commission enacts an Ordinance with an alternate fare structure.

If an alternate fare structure is enacted, the City shall accept MDT passes, transfers, or identification entitling a passenger to ride a Circulator without paying any additional fare. 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.

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 provided the logo 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 and the City will remove the County's signs and return the signs to the County. The City shall be responsible for installing the Metrobus stop information in/on the bus stop sign facility.

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 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.

ARTICLE 5

INSURANCE

The parties hereto acknowledge the City is self-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 768328, 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 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- $_500,000.00 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 an 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 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 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 attorneys 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 shall, in its contract with the City, be required to indemnify and hold harmless the City and the County, and their respective 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' fee 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.

6.4 The County and the City each represent that it is self-insured for Public Liability in accordance with Florida Statute 768.28

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 routes 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 USDOT 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 Count 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 Commission of the City of Miami and the execution by the County Mayor or the Mayor's designee and authorized City Manager and shall remain in force for seven 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, specifying the cause(s) for termination, 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 County Mayor or the Mayor's designee. 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 to be not less than thirty (30) days, in which case the termination party may cancel the termination notice using the same means by which the notice of termination delivered. It is expressly understood and agreed to by the parties that Miami-Dade County at its' discretion may terminate this agreement with less than 30 days notice for violations of federal, state, or county health and/or safety regulations or provisions. For purposes of this Section the reasons justifying Termination for Cause consist of:

(a) Failure of the noticed party to comply with the material terms of this Agreement which shall be deemed to include any law, rule or regulation of a governmental agency having jurisdiction over the activities undertaken pursuant to this Agreement; or

(b) Failure to comply with applicable County Regulatory requirements applicable to this Agreement as set forth in Chapter 31 of the Miami-Dade County Code ; or

(c) Claims made by others (e.g. vendors, suppliers, subcontractors) for unpaid goods, labor, and materials which are not controverted or disputed and which remain unpaid for longer than forty five(45) days from submission of a "proper invoice" as defined by Florida's Local Government Prompt Payment Act , Section § 218.70- 218.79, Florida Statutes.

8.5 Recording. The parties agree that this Agreement will not be recorded in the public records of Miami-Dade County.

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
Miami, Florida 33136
Attention: Director, Miami-Dade Transit

FOR CITY OF MIAMI
City of Miami

City Hall
3500 Pan American Drive
Miami, FL 33133
Johnny Martinez, P.E. - City Manager
(305) 416-1025 **VOICE**
(305) 416-1019 **FAX**

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 four (4) counterparts, each of which shall be deemed an original.

8.9 Governing Law, Venue. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue in any proceedings between the parties shall be in Miami-Dade County, Florida. Each party will bear their own attorney's fees.

8.10 Conflict Resolution. The parties (in lieu of termination) may seek to negotiate conflicts between them arising under this Agreement pursuant to the "Florida Governmental Conflict Resolution Act, Section 164.101 – 164.1061, Florida Statutes.

8.11 Force Majeure. Neither party shall be liable to the other for damages in the event of any loss, damage, claim, delay or default arising by reason of Acts of God, storm, fire, flood, earthquake, labor disturbance (including strikes, boycotts, lockouts, etc.), war or terrorism, civil commotion, intentional torts of others, criminal activity of others, shortages or unavailability of labor, present or future governmental law, ordinance, rule, or regulation, disruption of postal, banking, electrical, telephone or other utility service, or other cause beyond the control of the party sought to be charged.

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: Priscilla A. Thompson 12-6-11
Priscilla A. Thompson
City Clerk

FOR THE CITY OF MIAMI,
a Municipal Corporation of the State of Florida

By: _____
Johnny Martinez, P.E.
City Manager

Date Executed: 12-5-11

Approved as to Insurance Requirements:

By: _____
Calvin Ellis
Director

Approved as to Legal Form and Legal Sufficiency

By: _____
Julie O. Bru
City Attorney RSR

This Agreement is subject to the approval of the Miami City Commission prior to execution.

ATTEST:
a Political Subdivision of the State of Florida

FOR MIAMI-DADE COUNTY,

HARVEY RUVIN, CLERK

By Its Board of County Commissioners

By: _____

DEPUTY CLERK

By: _____

Carlos A. Gimenez
Miami-Dade County Mayor

Approved by County Attorney as
to form and legal sufficiency _____

Exhibit A – Route

The proposed circulators will enhance both connectivity and frequency of transit service along their respective routes. The service will essentially consist of the following 4 circulator routes described below and depicted in the attached map, and as may be modified from time to time by the Miami City Commission:

Health/Stadium District Trolley

The City, in collaboration with the Miami Partnership (coalition of major area stakeholders in the Health District/Civic Center) and the FDOT, has finalized the routes and stop locations for the Health District Trolley. The proposed loop has been endorsed by the Miami Partnership, City Commission, and the FDOT which is providing state funds for the operation and maintenance of the initial route for a 3-year period. The trolley will operate on a 2-way loop within the Health District area, the second largest employment center in the County, and the route will extend to the Marlins Stadium via NW 12th Avenue. This trolley will connect to the Civic Center Metrorail Station on NW 12th Avenue and to the Allapattah/Overtown route described below. In addition, the trolley service will serve over 14 major facilities and 9 parking garages in the area, including University of Miami Hospital, Jackson Memorial Hospital, Veterans Administration Hospital, Miami-Dade College, County Courts, State Attorney's Office, and other judicial, educational, research, and civic institutions in the area, as well as service the Marlins Stadium as part of its scheduled route. Based on a systemwide modeling analysis completed in November 2010, this route is anticipated to attract over 900 riders daily.

Brickell/Biscayne Trolley

This trolley will connect to the Brickell Metrorail/Metromover Station located at SW 1st Avenue where a connection to the future Coral Way Trolley will be provided. The loop extends from SE 26th Road on the south to the Omni/Margaret Pace Park on the north serving the Brickell, Brickell Key, Downtown, and Omni areas and connecting to numerous Metromover stations along the route. In addition, the trolley will operate along Flagler Street to serve the downtown core as well as venues along the route such as the Adrienne Arsht Center for the Performing Arts, the American Airlines Arena, Bayside Marketplace, Museum Park, and Bayfront Park. The City anticipates using the existing Miami Parking Authority parking lot under the I-95/Rickenbacker Causeway flyover as a park-and-ride facility for trolley users. This trolley route was developed in collaboration with the DDA, BHA, the Brickell Area Association (BAA), area stakeholders, MDT, and FDOT. Based on a system wide modeling analysis completed in November 2010, this route is anticipated to attract over 1,500 riders daily.

Overtown/Allapattah Trolley (Additional Optional Route)

The Allapattah/Overtown Trolley is planned to provide service in the Allapattah and Overtown communities and to connect to the Health/Stadium District and Brickell/Biscayne Trolleys. The City, in collaboration with area stakeholders, is in the process of developing a service plan for this route with the specific stop locations and hours of operation. Further, we anticipate seeking a funding contribution from the FDOT for 50% of the operational and maintenance costs of the service for a 3-year start-up period. In Allapattah, the loop is intended to serve dozens of retail and commercial establishments along NW 20th Street from NW 17th Avenue to NW 27th Avenue and will include a stop at the MPA parking garage located on NW 21st Street. In Overtown, the loop is intended to serve the Folk-Life Village, schools and parks, and commercial establishments via NW 3rd Avenue. In addition, this loop will connect to the Health/Stadium District Trolley at Jackson Memorial Hospital and to the Brickell/Biscayne Trolley at Omni via NW/NE 14th Street. This connection will facilitate access to jobs and enhanced public transit between the Allapattah and Overtown communities and major employment centers in the City as well as provide convenient access to points of interest within the communities. Based on a systemwide modeling analysis completed in November 2010, this route is anticipated to attract over 1,400 riders daily.

Coral Way Trolley (Additional Optional Route)

The Coral Way-Brickell Trolley is planned to operate along Coral Way serving the commercial, retail, and residential locations along the corridor. The service is proposed to extend from the Brickell Metrorail/Metromover Station at SW 1st Avenue on the east (where a connection to the Brickell/Biscayne Trolley will be provided) to the City of Coral Gables Trolley that operates along Ponce de Leon Blvd. in the City of Coral Gables. The City, in collaboration with area stakeholders, is in the process of developing a service plan for this route with the specific stop locations and hours of operation; and, furthermore, we intend seeking a funding contribution from the FDOT for 50% of the operational and maintenance costs of the service for a 3-year start-up period. Based on a system wide modeling analysis completed in November 2010, this route is anticipated to attract over 700 riders daily.

Grove Trolley Pilot Project (Six-Month Additional Optional Pilot Project)

The Grove Trolley Pilot is planned to operate east along Grand Avenue serving the commercial, retail, and residential locations along the corridor. The trolley will go north on Mary Street turning north east on Tigertail Avenue and turning south on Darwin Street. The trolley will follow South Bayshore Drive to Mary Street turning north west on Grand Avenue turning on Main Highway following Commodore Plaza to Grand Avenue. The Grove Trolley Pilot service is a six-month pilot project with a fare structure to be determined. The City, in collaboration with the Coconut Grove Community stakeholders, is in the process of developing a service plan for this route with the specific stop locations and hours of operation; and, furthermore.

Overtown/Health District Circulator Trolley

The trolley will operate on a 1-way loop within the Health District/Overtown area. This trolley will connect to the Culmer Metrorail Station on NW 7th Avenue, the Allapattah/Overtown route and the Health/Stadium District route described above. The route will traverse NW 10th Street, NW 2nd Avenue and NW 8th Street in Overtown. In addition, the trolley service will serve major facilities and parking garages in the area, including University of Miami Hospital, Jackson Memorial Hospital, Miami-Dade College, schools and parks, the Lyric Theater, and other civic institutions in the area.

Exhibit B – Schedule

TROLLEY PROGRAM PROPOSED SERVICE PLAN

The table below lists the hours of operation, headways/frequency of service, and fleet requirement for each proposed route. Please note the City is in the process of finalizing the stop locations and service plan for the Overtown/Allapattah and Coral Way Trolley routes; therefore, the information listed below is tentative at this time and subject to further refinement. It is anticipated that the hours of operation for each particularly route will be adjusted to optimize the ridership of each route in response to feedback once the routes are operational.

Route	Hours of Operation (subject to future adjustments for optimization)	Headways	# of Vehicles
Brickell/Biscayne	6:30 am – 11:30 pm Monday - Saturday	10 min (peak) / 20 min (off-peak)	10
Overtown/Allapattah	6:30 am - 6:30 pm* Monday – Saturday	10 min (peak) / 20 min (off-peak)	8
Health/Stadium District	6:30 am – 11:30 pm Monday - Saturday	10 - 15 min based on demand	4
Grove Trolley Pilot Project	TBD	TBD	TBD
Coral Way	6:30 am - 6:30 pm* Monday – Saturday	10 min (peak) / 20 min (off-peak)	5
Overtown/Health District Circulator	TBD	TBD	TBD

* Tentative hours of operation pending additional research

FIGURE 3A
INSURANCE REQUIREMENTS
TROLLEY BUS SYSTEM

I. **Commercial General Liability**

A. Limits of Liability

Bodily Injury and Property Damage Liability	
Each Occurrence	$1,000,000
General Aggregate Limit	$2,000,000
Products/Completed Operations	$1,000,000
Personal and Advertising Injury	$1,000,000

B. Endorsements Required

City of Miami included as an additional insured
Miami Dade County listed as an additional insured
Contingent and Contractual liability
Premises & Operations Liability
Primary Insurance Clause Endorsement

II. **Business Automobile Liability**

A. Limits of Liability

Bodily Injury and Property Damage Liability	
Combined Single Limit	
Any Auto/Owned Autos/Scheduled	
Including Hired, Borrowed or Non-Owned Autos	
Any One Accident	$ 1,000,000

B. Endorsements Required

City of Miami included as an Additional Insured
Miami Dade County listed as an additional insured

III. **Worker's Compensation**

Limits of Liability
Statutory-State of Florida
Waiver of subrogation

Employer's Liability

A. Limits of Liability

$1,000,000 for bodily injury caused by an accident, each accident.
$1,000,000 for bodily injury caused by disease, each employee
$1,000,000 for bodily injury caused by disease, policy limit

IV. **Umbrella Policy/Excess Liability *(Excess Following Form)***

A. Limits of Liability

Bodily Injury and Property Damage Liability	
Each Occurrence	$5,000,000
Aggregate	$5,000,000

B. Endorsements Required

City of Miami listed as an additional insured
Miami Dade County listed as an additional insured
Coverage

V. **Physical Damage Coverage**

Collision	$1,000 Deductible
Other than Collision/Combined Additional Coverage	$1,000 Deductible

City of Miami and Miami Dade County listed as loss payees

VI. **Fidelity Bond** $10,000
City of Miami listed as loss payee

City of Miami and Miami Dade County listed as loss payees

The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change, or in accordance to policy provisions.

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than "A-" as to management, and no less than "Class V" as to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

City of Miami

Text File Report

City Hall
3500 Pan American Drive
Miami, FL 33133
www.miamigov.com

File ID: 11-00800	**Type:** Resolution	**Status:** Passed
Enactment #: R-11-0454		**Enactment Date:** 10/27/11
Version: 2	**Introduced:** 8/23/11	**Controlling Body:** Office of the City Clerk

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, WITH MIAMI-DADE COUNTY FOR THE PROVISION OF PUBLIC TRANSPORTATION SERVICES WITH SAID SERVICES TO BE PROVIDED BY THE CITY OF MIAMI THROUGH A PROFESSIONAL SERVICES AGREEMENT WITH AN OPERATOR, SUBJECT TO CITY COMMISSION APPROVAL AT A FUTURE MEETING; PROVIDING FOR THE IMPLEMENTATION, OPERATION, AND MAINTENANCE OF THE MIAMI TROLLEY SYSTEM.

WHEREAS, the City of Miami ("City") proposes to implement a municipal trolley system to provide residents, visitors, and commuters with a mode of public transportation that improves mobility and enhances connections to existing local and regional transit; and

WHEREAS, the City has developed a municipal trolley system consisting of four (4) interconnected routes to serve the Health/Stadium District, Biscayne/Brickell, Overtown/Allapattah, and Coral Way areas; and

WHEREAS, the Miami Trolley System will enhance connections to existing Miami-Dade Transit ("MDT") MetroBus, MetroMover, and MetroRail service and augment MDT bus service for a more efficient multimodal transportation system; and

WHEREAS, the City Commission adopted Resolution No. 09-0269 on May 28, 2009, and Resolution No. 10-0227 on June 10, 2010, authorizing the City Manager to enter into an Interlocal Agreement with MDT for the acceptance and use of Federal Transit Administration Section 5307 funds, in the amount of $4,084,282, provided to the City by the American Recovery and Reinvestment Act for the purchase of sixteen (16) Classic American Trolleys to provide municipal trolley service; and

WHEREAS, the City Commission adopted Resolution No. 08-0633 on November 13, 2008, Resolution No. 10-0159 on April 8, 2010, and Resolution No. 11-0050 on February 10, 2011, authorizing the City Manager to accept grant funds from the Florida Department of Transportation ("FDOT") in the total amount of $852,185, for 50 % of the annual operations and maintenance costs of the Health District Trolley for a three (3) year period; and

WHEREAS, the City Commission adopted Resolution No. 10-0269 on June 24, 2010 authorizing the City Manager to accept $619,416, in grant funds from FDOT for 50% of the operations and maintenance cost for the first year of service for the Biscayne/Brickell Trolley; and

WHEREAS, the City Commission adopted Resolution No. 11-0035 on January 27, 2011, authorizing the City Manager to enter into a Supplemental Joint Participation Agreement with FDOT for the purchase of approximately twelve (12) additional Classic American Trolleys and ancillary capital equipment for the provision of municipal trolley service; and

WHEREAS, the City issued Request for Proposal No. 256244 on February 11, 2011, for Trolley Services for the Health/Stadium District and Biscayne/Brickell routes with additional optional routes (Overtown/Allapattah and Coral Way) and for special events/charter services; and,

WHEREAS, the operations and maintenance of the Miami Trolley Program will be sustained by the twenty percent (20%) transit portion of the City's annual half-cent transit surtax proceeds which by Miami-Dade County Ordinance must be allocated to transit projects; and

WHEREAS, no matching funds and no contribution from the General Fund will be required for the operation of the Miami Trolley System; and

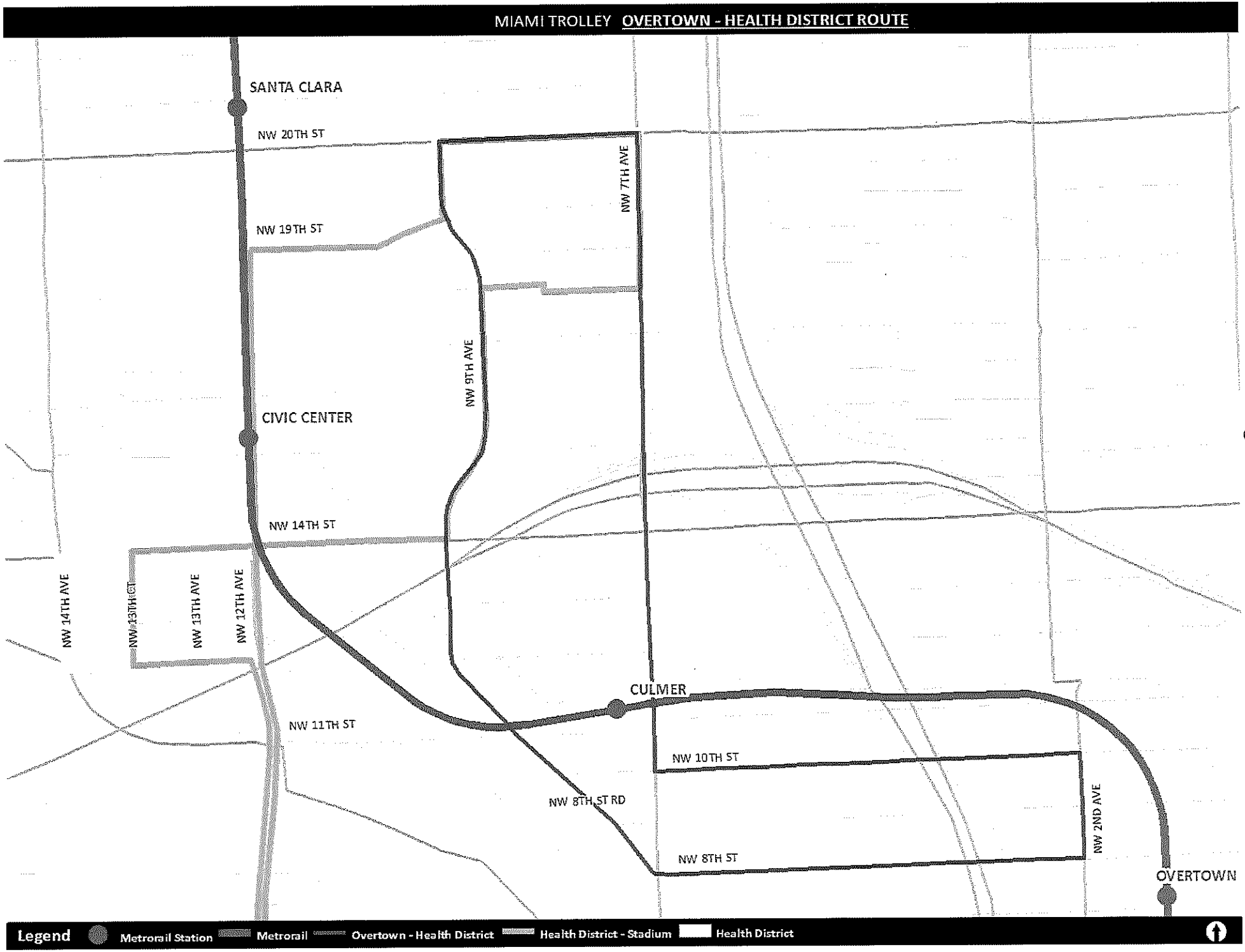
WHEREAS, an Interlocal Agreement between Miami-Dade County and the City for the provision of public transportation services is a pre-requisite for the implementation and operation of the Miami Trolley System;

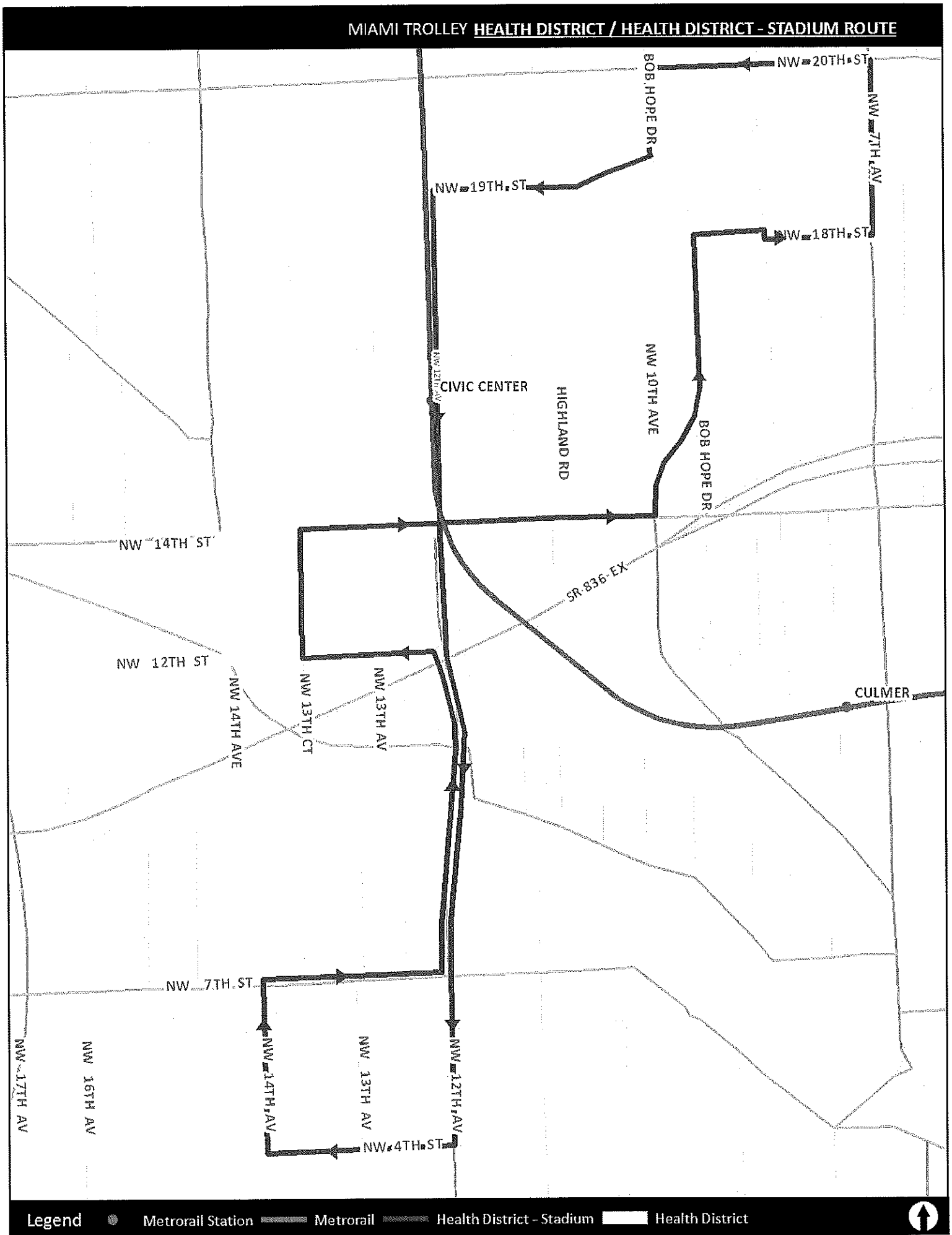
NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings found in the Preamble to this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

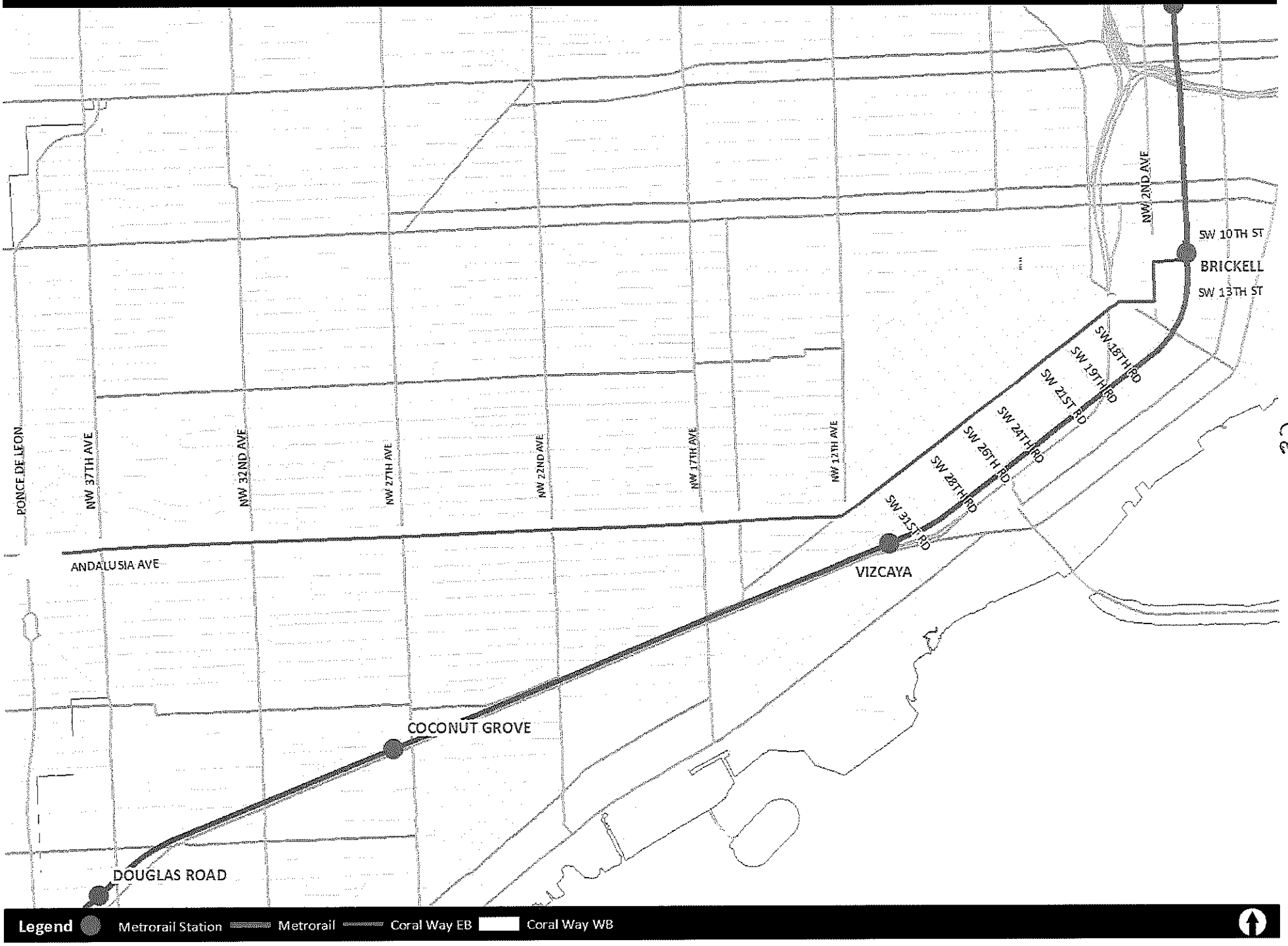
Section 2. The City Manager is authorized {1} to execute an Interlocal Agreement, in substantially the attached form, with Miami-Dade County for the provision of public transportation services through a professional services agreement with an operator, subject to City Commission approval at a future meeting, providing for the implementation, operation and maintenance of the Miami Trolley System.

Section 3. This Resolution shall become effective immediately upon its adoption and signature of the Mayor. {2}

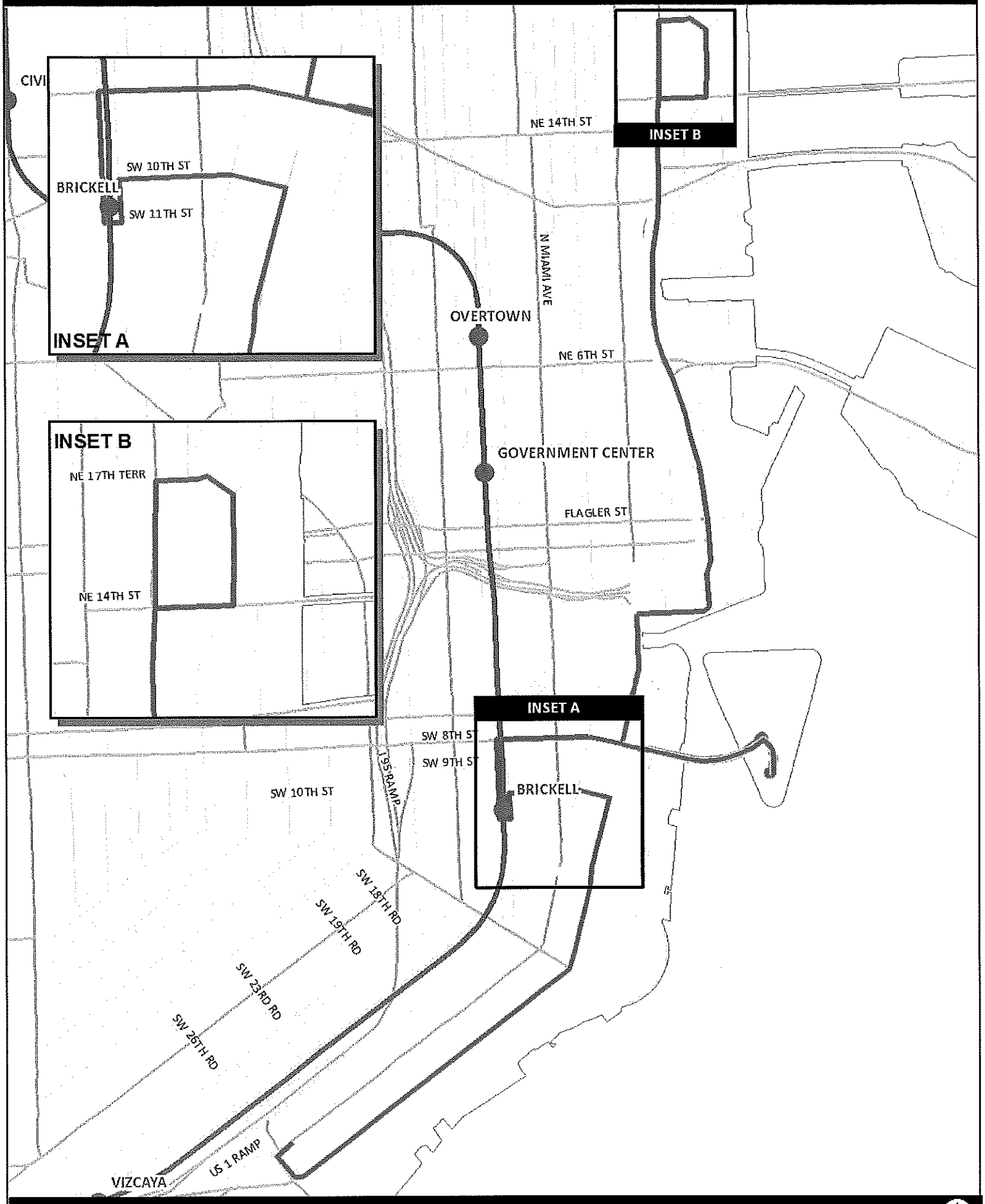

MIAMI TROLLEY OVERTOWN - HEALTH DISTRICT ROUTE
SANTA CLARA
NW 20TH ST
NW 19TH ST
NW 7TH AVE
NW 9TH AVE
CIVIC CENTER
NW 14TH ST
NW 14TH AVE
NW 13TH CT
NW 13TH AVE
NW 12TH AVE
CULMER
NW 11TH ST
NW 10TH ST
NW 8TH ST RD
NW 8TH ST
NW 2ND AVE
OVERTOWN
Legend
Metrorail Station
Metrorail
Overtown - Health District
Health District - Stadium
Health District

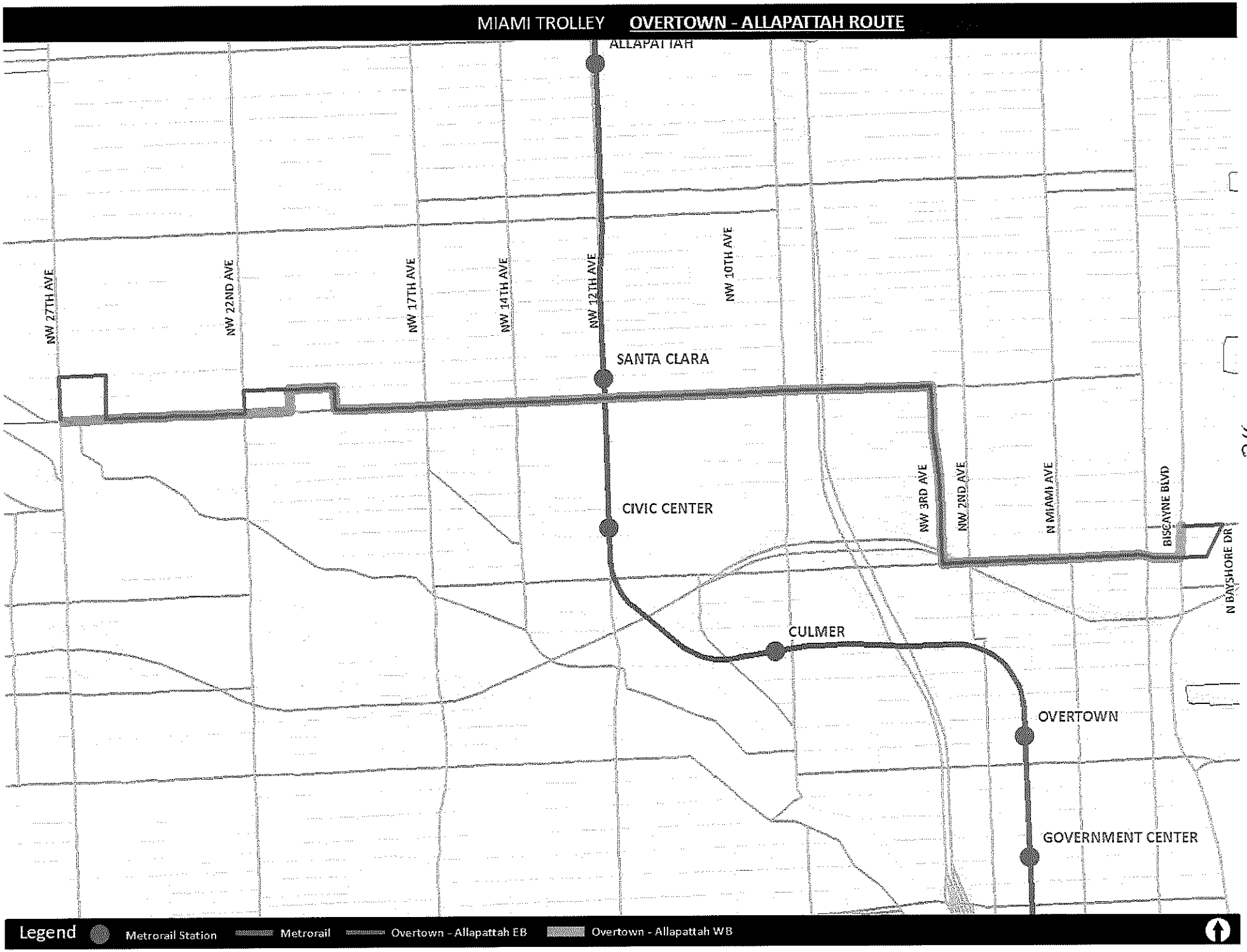

MIAMI TROLLEY HEALTH DISTRICT / HEALTH DISTRICT - STADIUM ROUTE
NW 20TH ST
BOB HOPE DR
NW 7TH AV
NW 19TH ST
NW 18TH ST
NW 12TH AV
CIVIC CENTER
HIGHLAND RD
NW 10TH AVE
BOB HOPE DR
NW 14TH ST
SR 836 EX
NW 12TH ST
NW 14TH AVE
NW 13TH CT
NW 13TH AV
CULMER
NW 7TH ST
NW 17TH AV
NW 16TH AV
NW 14TH AV
NW 13TH AV
NW 12TH AV
NW 4TH ST
Legend
Metrorail Station
Metrorail
Health District - Stadium
Health District

MIAMI TROLLEY CORAL WAY ROUTE

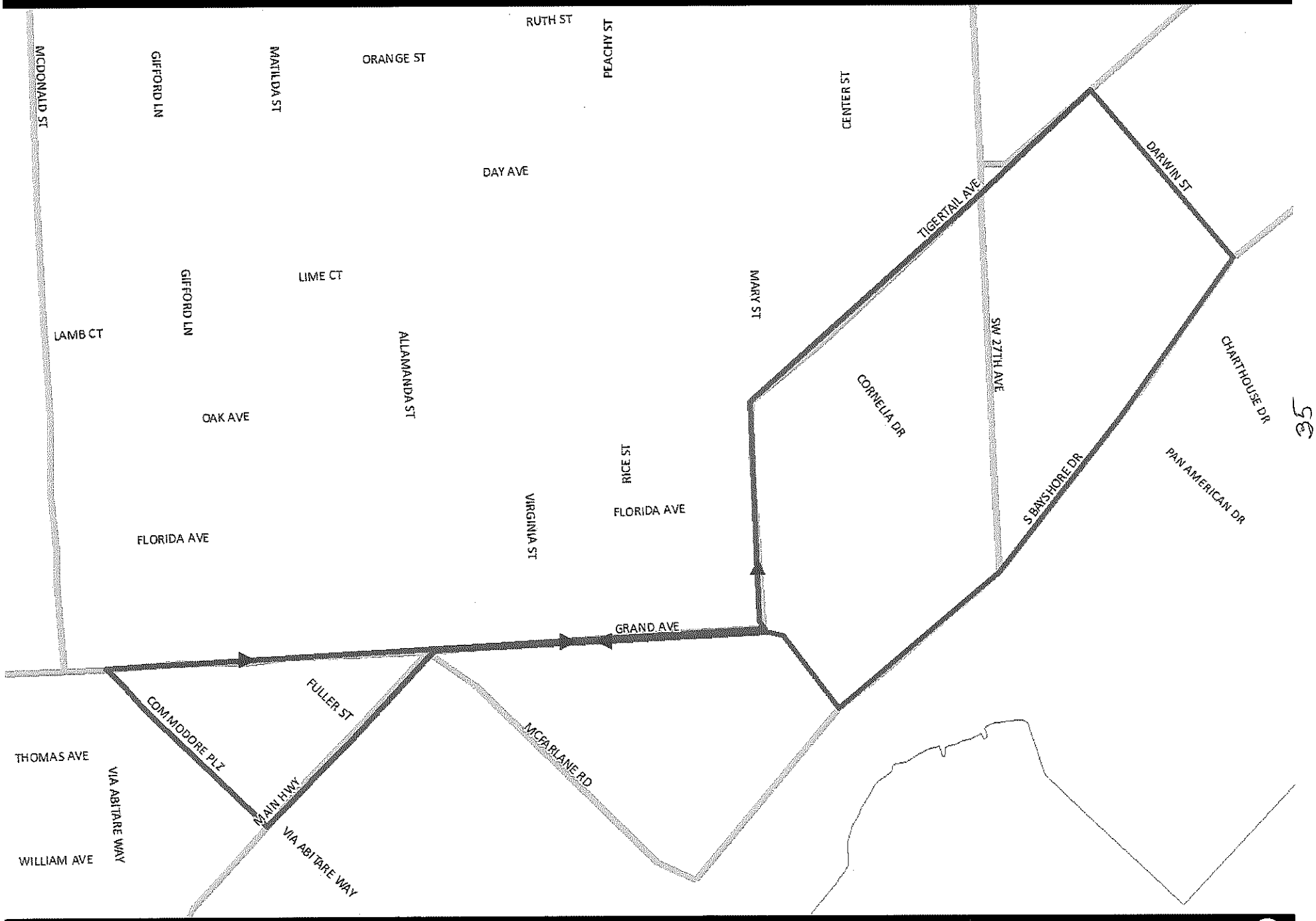


MIAMI TROLLEY **BISCAYNE-BRICKELL ROUTE**




MIAMI TROLLEY OVERTOWN - ALLAPATTAH ROUTE
ALLAPATTAH
NW 27TH AVE
NW 22ND AVE
NW 17TH AVE
NW 14TH AVE
NW 12TH AVE
NW 10TH AVE
SANTA CLARA
CIVIC CENTER
NW 3RD AVE
NW 2ND AVE
N MIAMI AVE
BISCAYNE BLVD
N BAYSHORE DR
CULMER
OVERTOWN
GOVERNMENT CENTER
Legend
Metrorail Station
Metrorail
Overtown - Allapattah EB
Overtown - Allapattah WB

Grove Trolley



Legend Grove Trolley Route