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

Memorandum

MIAMI-DADE COUNTY

Date: July 3, 2012

Agenda Item No.8(N)(2)

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

From: Carlos A. Gimenez
County Mayor

Subject: Resolution Authorizing Execution and Retroactive Approval of an Interlocal Agreement for Public Transportation Services Between Miami-Dade County and the City of Coral Gables for the Operation of a Local Circulator Service (Coral Gables Trolley) Resolution No. R-574-12

RECOMMENDATION

It is recommended that the Board retroactively approve an Interlocal Agreement (Agreement) for Public Transportation Services between Miami-Dade County, through Miami-Dade Transit (MDT), and the City of Coral Gables (City) for the operation of public transportation services in and around Coral Gables (Coral Gables Trolley).

SCOPE

This Interlocal Agreement has a direct impact on Commission District 6, 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.

FISCAL IMPACT

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

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 Agreement for Public Transportation Services between Miami-Dade County and the City of Coral Gables.

TRACK RECORD/MONITOR

This will be the second circulator Agreement between MDT and the City. The project manager for this Agreement is Robert Pearsall, Section Chief, Service Planning and Scheduling.

BACKGROUND

In July 2002, Miami-Dade County entered into the first Agreement with the City of Coral Gables for a circulator route. The fare-free Coral Gables Trolley was inaugurated in November 2003 and has proven to be quite successful; with a daily weekday ridership of approximately 4,000. The Trolley program provides relief from local traffic congestion, reduces parking issues, and connects to surrounding areas through the MDT system.

The previous Agreement with the City of Coral Gables expired in August 2010 and, unfortunately, MDT staff did not forward this Interlocal to the City in a timely manner for execution. This current Agreement was approved by the Coral Gables Commission on November 8, 2011.

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

Key provisions of this agreement include:

- The City will adhere to all county, federal, state and local transit operating and reporting requirements.
- This Agreement is for a five-year period and includes two, five-year automatic renewals under the same contract terms and conditions. Each party has the right to terminate for cause or without cause.
- MDT and the City will work collaboratively to exchange route and schedule information for the benefit of the riders.
- The Coral Gables Trolley currently operates on one route (Exhibit A).
    - The Ponce de Leon Boulevard Route runs along Ponce de Leon Boulevard from the Douglas Road Metrorail Station north to Southwest Eighth Street.
    - The service operates every 10 to 15 minutes Monday to Friday, from 6:30am - 8pm, except on the first Friday of the month when it operates until 10 p.m.
    - The City of Coral Gables currently operates seven (7) Trolleys.
- The City is responsible for all passenger shelters and benches at all bus stops located within the city.

As previously indicated, the City is currently operating the Circulator at no cost to patrons. In the case where the City may charge a fare, similar to other agreements for circulator service, this Agreement requires the City to enact a fare structure to include the acceptance of all MDT passes, transfers, or identification entitling an eligible passenger to ride the Circulator without paying an additional fare (i.e., Patriot and Golden Passport) or for half fare (i.e. K-12 student).

The Coral Gables Commission approved the Interlocal Agreement on November 8, 2011. This Agreement is essentially the same as those previously approved by the Board with several other municipalities.

Alina T. Hudak
Deputy Mayor/County Manager

MEMORANDUM

(Revised)

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

DATE: July 3, 2012

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

SUBJECT: Agenda Item No. 8(N)(2)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

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

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County 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(N)(2)
7-3-12

RESOLUTION NO. R-574-12

RESOLUTION AUTHORIZING EXECUTION AND RETROACTIVE APPROVAL OF AN INTERLOCAL AGREEMENT FOR PUBLIC TRANSPORTATION SERVICES BETWEEN MIAMI-DADE COUNTY AND THE CITY OF CORAL GABLES; AND AUTHORIZING THE COUNTY MAYOR, MAYOR'S DESIGNEE, OR MIAMI-DADE TRANSIT DIRECTOR TO EXERCISE THE PROVISIONS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board retroactively approves an Interlocal Agreement for public transportation services between Miami-Dade County and the City of Coral Gables and authorizes the County Mayor, Mayor's designee or Miami-Dade Transit Director to execute same for and on behalf of Miami-Dade County.

The foregoing resolution was offered by Commissioner **José "Pepe" Diaz**, who moved its adoption. The motion was seconded by Commissioner **Audrey Edmonson** 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	**aye**
Rebeca Sosa	**aye**	Sen. Javier D. Souto	**absent**
Xavier L. Suarez	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of July, 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 Coral Gables
for the Provision of Public Transportation Services

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

WITNESSETH:

WHEREAS, residents of the City of Coral Gables 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 Coral Gables; and,

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

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

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

NOW THEREFORE,

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

ARTICLE 1

DEFINITIONS

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

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

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

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 Miami-Dade. Consumer Services Department, and authorized representatives thereof.

1.6 "The City" shall mean City of Coral Gables 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 County Ordinance.

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 Coral Gables 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 City of Coral Gables and of the County. City employees, agents and

contractors providing transportation services shall be considered to be, at all times, solely employees, agents and contractors of the City under its sole direction and not employees, agents or contractors of the County.

2.8 Compliance with ADA. The City's circulator services shall comply with all applicable requirements of the ADA. The City and the County recognize their joint obligation to provide STS in the area served by the City's Circulator service. In fulfillment of the City's obligation, the City hereby contracts with the County to provide STS service at no cost to the City. To the extent that any terms in the Agreement are in conflict with ADA, the requirements of the ADA shall control.

2.9 Compliance with Procurement Requirements. The City agrees to comply with applicable federal and state procurement requirements, as may be amended from time to time, when entering into contracts with third parties to fulfill the obligations under this Agreement.

2.10 County's Right to Submit Proposals and Bids. The County shall be given the opportunity to bid upon any Requests for Proposals, Requests for Qualifications, or Requests for bids which the City shall be considered, along with private contractors, for provision of services to be provided by the City pursuant to this Agreement.

2.11 Drug-free Workplace and Testing. In accordance with the Code of Miami-Dade County, the City shall certify that it will have 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 Miami-Dade County Mayor and the City manager of Coral Gables, or their designees, subject to authorization by their respective Boards. Notwithstanding the foregoing, amendments to this Agreement regarding alignments, schedules, and fares, as described in Section 2-150 (c) of the Miami-Dade County Code, may be approved by the Miami-Dade County Mayor or the Mayor's Designee and the City Manager, or their designees.

ARTICLE 3

CITY OF CORAL GABLES TRANSPORTATION SERVICES

3.1 Provision of City Circulator . The City shall provide public transportation service on one or more routes within the City of Coral Gables as contained in **Exhibit A** and schedules contained in Exhibit **B**, copies of which are attached. Changes to **Exhibit A or B** shall be consistent with Chapter 31 of the Code of Miami-Dade County and be effective only upon the written consent of the Miami-Dade County Mayor or the Mayor's Designee and the City Manager, or their designees.

3.2 Fares. The fare for the Coral Gables Trolley shall be no more than one dollar ($1.00). Any proposed changes to the regular fare are subject to authorization by the Coral Gables City Commission. The Coral Gables Trolley service operators shall charge as appropriate and in compliance with County Code and applicable laws, rules and regulations. Operators will accept Easy Cards, Easy Tickets, or cash. Individuals with Miami-Dade County Golden Passport or Patriot Passport ride for Free. Individuals eligible for discounted fare on Miami-Dade Transit shall pay no more than half the regular fare when riding the Coral Gables Trolley.

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

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

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

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

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

3.8 Use of Logo. The City may wish to design a logo uniquely identifying its circulator service. If they do so, such logo shall at all times be displayed on the exterior of all vehicles operation pursuant to this Agreement. The County shall allow the display of the Circulator logo on the County's bus stop signs at all stops common to the City and the County bus routes does not interfere with previously placed signage, and is done in coordination with MDT staff. The City shall be responsible for placing the logo on the pertinent signs.

3.9 Bus Stop Signs and Signposts. The City may provide, install and maintain bus stop signs and signposts at stops along the City's Circulator routes. In the event that the City, its contractor, licensee, permittee, or assignee installs sign facilities that can accommodate

Metrobus bus stop information, the County may elect to utilize the City's sign facility to display Metrobus bus stop information. If such election is made, MDT shall provide to the City the materials to be displayed on the bus stop sign facility, in the size and format to be specified by the City 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 Coral Gables 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 Coral Gables 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 show in **Figure 3**, as minimum. The City shall further require the private operator to include the County as a named insured and shall provide the County with a copy of the insurance policy purchased by any contractor prior to the provision of Circulator service operations.

Figure 3
Insurance Check List

1. Worker's Compensation and Employer's Liability per the statutory limits of the state of Florida.

2. Commercial General liability (occurrence form), limits of liability $1,000,000 per occurrence for bodily injury property damage to include premises/ operations; products and completed operations; independent Contractors; broad form property damage endorsement and contractual indemnity (hold harmless endorsement exactly as written in "insurance requirements" of specifications).

3. Automobile Liability- $ 1,000,000 each occurrence owned/non-owned/ hired automobiles included.

4. Excess Liability- $_____.00 per occurrence to follow the primary coverage.

5. The City must be named as an additional insured on the liability policies and it must be named as an additional insured on the liability policies; and it must be stated on the certificate.

6. Other Insurance as indicated:

_____Builders Risk completed value	$_____
_____Liquor liability	$_____
_____Fire legal liability	$_____
_____Protection and indemnity	$_____
_____Employee dishonesty bond	$_____
___x__Other blanket fidelity bond	$10,000.00

7. Thirty days written cancellation notice required

8. Best's guide rating B+: VI or better, latest edition.

9. The certificate must state the bid number and title.

ARTICLE 6

INDEMNIFICATION

6.1 The City shall, to the extent permitted by law at all time hereafter, indemnify and hold harmless the County, and its officers, agents, employees and instrumentalities from any and all liability, claims, losses and causes of action, including attorneys' fees 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, as well as the County, and its officers, agents employees and instrumentalities from any and all liability, claims, liabilities, losses, and causes of action, including reasonable attorneys' fees and cost of defense which the County, the City or their officers, employees, agents and instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, or relating to or resulting from the provision of transportation services by the contractor and/or its officers, employees, agents or independent contractors. The contractor shall be required to pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County and City, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorneys' 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.

ARTICLE 7

FINANCIAL ASSISTANCE

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

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

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

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

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

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

7.4 City's Share of Supplemental State Funding. In the event that the Circulator operations contribute to an increase in the County's State transportation funding, beginning with the first year in which service is reflected in State's reporting system, the County agrees to pay the City its attributable share (one half of the supplemental funding), as defined in paragraph 7.4 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 City of Coral Gables and the execution by the Miami-Dade County Mayor or the Mayor's Designee and authorized Mayor and shall remain in force for five years thereafter. This Agreement is subject to two five-year automatic renewals under the same contract terms and conditions, all parties have the right to terminate (see 8.4 and 8.5).

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

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

8.4 Termination for Cause. This agreement may be terminated for cause by either party upon no less than thirty (30) days written notice to the other party, except when Shuttle operations are in violation of health and/or safety-related provisions of state statutes or the Code of Miami-Dade County, in which case termination shall be determined by the Miami-Dade County Mayor 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, in which case the termination party may cancel the termination notice using the same means by which the notice of termination delivered.

8.5 Termination without Cause. The County or the City may terminate this Agreement without cause upon no less than sixty (60) days written notice to the other party. If the County or the City terminates this Agreement with or without cause, the City agrees to reimburse the County on a prorated basis for financial assistance it has received for the year.

8.6 Notices. All notices and other communications required to be remitted pursuant to this Agreement to either party hereto shall be in writing and shall be delivered by verified facsimile transmission or certified mail, return receipt requested, to the parties at the address indicated below:

FOR MIAMI- DADE COUNTY:

Miami-Dade Transit
701 NW 1st Court
Miami, Florida 33136
Attention: Director, Miami-Dade Transit

FOR CITY OF CORAL GABLES
City of Coral Gables
Patrick G. Salerno - City Manager
405 Biltmore Way
Coral Gables, FL 33134-5770
(305) 460-5201

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

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

ATTEST:

By: _____
Walter J. Foeman,
City Clerk

Terms of Agreement Reviewed and Approved by Department Director

_____
Kevin J. Kinney
Parking Director

CITY OF CORAL GABLES
A Municipal Corporation of
the State of Florida

By: _____
Patrick Salerno,
City Manager

Approved as to Form and Legal Sufficiency:

_____
Craig E. Leen
City Attorney

ATTEST:

HARVEY RUVIN, CLERK

By: _____

DEPUTY CLERK

DADE COUNTY, a political
Subdivision of the State of Florida

By Its Board of County
Commissioners

By: _____

Carlos A. Gimenez
MIAMI-DADE COUNTY MAYOR OR
THE MAYOR'S DESIGNEE

Approved by County Attorney as
to form and legal sufficiency _____

CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO. 2011-272

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF CORAL GABLES AND MIAMI-DADE COUNTY ALLOWING THE CITY TO OPERATE A TRANSIT SHUTTLE SYSTEM ALONG THE PONCE DE LEON BOULEVARD CORRIDOR.

WHEREAS, the City of Coral Gables and Miami-Dade County entered into an Interlocal agreement April 23, 2002 allowing the City to operate a Trolley circulator system along the Ponce De Leon corridor; and

WHEREAS, the Coral Gables Trolley system has operated since the execution of that original Interlocal agreement; and

WHEREAS, the original Interlocal agreement is expired; and

WHEREAS, the parties wish to continue this Interlocal agreement allowing the City of Coral Gables to operate a Transit Shuttle system;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CORAL GABLES:

SECTION 1. That the City Manager is authorized to enter into a five-year Interlocal Agreement with Miami-Dade County with two (2) five-year optional renewals.

SECTION 2. That the executed agreement shall be made part of this Resolution and be kept on file in the Office of the City Clerk.

SECTION 3. That this resolution shall become effective immediately upon the date of its passage and adoption herein.

PASSED AND ADOPTED THIS EIGHTH DAY OF NOVEMBER, A.D., 2011.
(Moved: Anderson / Seconded: Quesada)
(Yeas: Cabrera, Quesada, Anderson, Cason)
(Majority: (4-0) Vote
(Absent: Kerdyk)
(Agenda Item: C-4)

APPROVED:

JIM CASON
MAYOR

ATTEST:

WALTER J. FOEMAN
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

CRAIG E. LEEN
CITY ATTORNEY

12/8/2011
FAT,
READY TO Seal.

CITY OF CORAL GABLES

OFFICE OF THE CITY ATTORNEY

- MEMORANDUM-

TO: CITY MANAGER

CITY CLERK

DATE: December 8, 2011

FROM: LOURDES ALFONSIN RUIZ
ASSISTANT CITY ATTORNEY

SUBJECT: INTERLOCAL AGREEMENT BETWEEN THE CITY OF CORAL GABLES FOR THE PROVISION OF PUBLIC TRANSPORTATION SERVICES

Attached please find an Interlocal Agreement between the City of Coral Gables for the Provision of Public Transportation Services, approved as to form and legal sufficiency by the Legal Department.

Please execute and forward to the City Clerk's office for attestation, and once completed call Kevin Kinney, Parking Director for further pick up instructions.

LAR/z0

2011 DEC 20 AM 10:42

EXHIBIT A

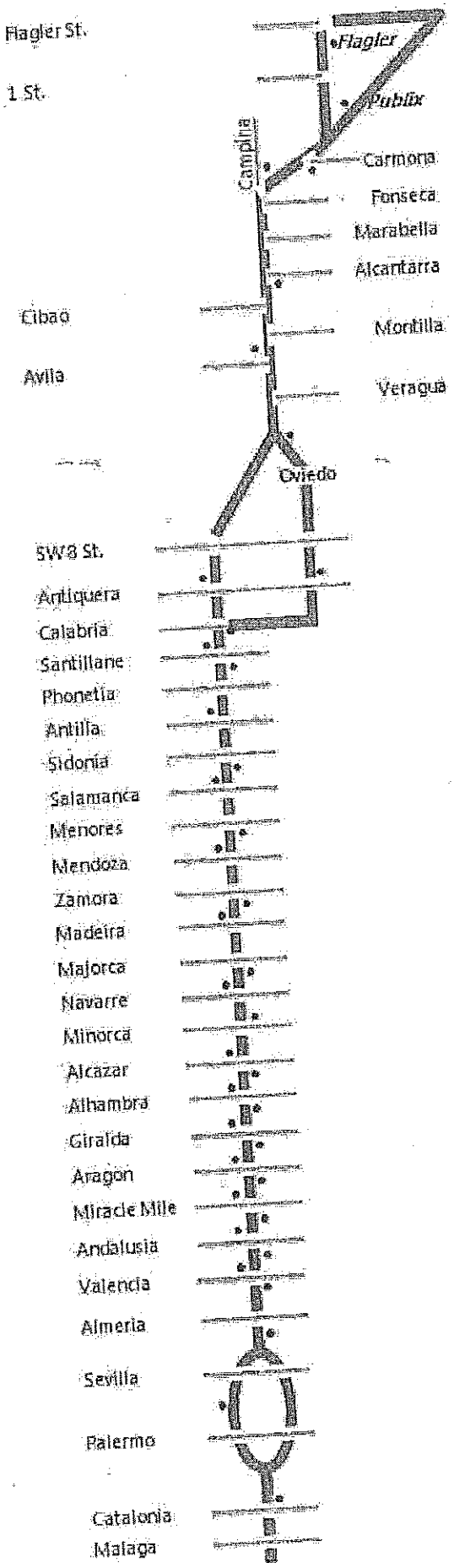
Flagler St.
1 St.
Flagler
Publix
Carmona
Fonseca
Marabella
Alcantarra
Montilla
Veragua
Campina
Cibao
Avila
Oviedo
SW8 St.
Antiquera
Calabria
Santillane
Phonetia
Antilla
Sidonia
Salamanca
Menores
Mendoza
Zamora
Madeira
Majorca
Navarre
Minorca
Alcazar
Alhambra
Giralda
Aragon
Miracle Mile
Andalusia
Valencia
Almeria
Sevilla
Palermo
Catalonia
Malaga

EXHIBIT A

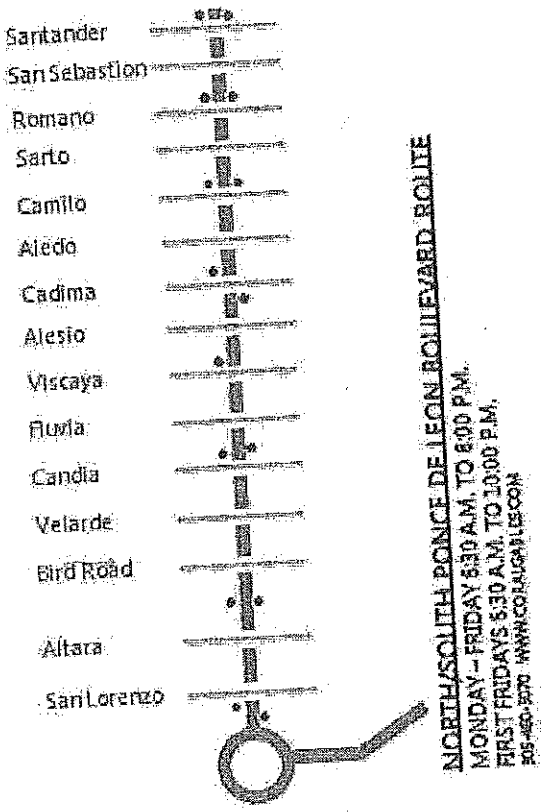
Santander
San Sebastian
Romano
Sarto
Camilo
Aledo
Cadima
Alesio
Viscaya
Nuvia
Candia
Velarde
Bird Road
Altara
San Lorenzo
NORTH/SOUTH PONCE DE LEON BOULEVARD ROUTE
MONDAY – FRIDAY 8:30 A.M. TO 8:00 P.M.
FIRST FRIDAYS 8:30 A.M. TO 10:00 P.M.

EXHIBIT B

SCHEDULE

This service runs every 10 to 15 minutes from Monday-Friday: 6:30 a.m. - 8 p.m., except the first Friday of the month which runs until 10 p.m.