

MEMORANDUM

Agenda Item No. 8(N)(1)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: June 1, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving an Interlocal Agreement between Miami-Dade County and the Town of Cutler Bay not to exceed \$385,000.00 in payments to Miami-Dade County for on-demand transportation services retroactively starting on December 1, 2020; authorizing the County Mayor to execute the Agreement; and authorizing the receipt and expenditure of operating funds from the Town of Cutler Bay to Miami-Dade County for service operation

The accompanying resolution was prepared by the Transportation and Public Works Department and placed on the agenda at the request of Prime Sponsor Commissioner Danielle Cohen Higgins.



Geri Bonzon-Keenan
County Attorney

GBK/smm

Memorandum



Date: June 1, 2022

To: Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Interlocal Agreement for On-Demand Services with the Town of Cutler Bay

Executive Summary

The purpose of this item is to gain approval of the Board of County Commissioners (Board) for execution of an Interlocal Agreement with the Town of Cutler Bay for delivery of on-demand transportation services throughout the Town, commencing retroactively on December 1, 2020, for a three-year term at no cost to the County.

Recommendation

It is recommended that the Board approve an Interlocal Agreement between Miami-Dade County, through the Department of Transportation and Public Works (DTPW), and the Town of Cutler Bay for the operation of on-demand public transportation services in and around the Town of Cutler Bay.

Scope

The Town of Cutler Bay lies within County Commission District 8, which is represented by Commissioner Danielle Cohen Higgins. However, the impact of the on-demand services program is countywide in nature as it promotes connectivity to the South Dade Transitway and Metrorail.

Fiscal Impact/Funding Source

The agreement is effective, retroactively, commencing on December 1, 2020 for a three-year term plus two, three-year automatic options to renew. The Town of Cutler Bay shall pay the County 100% of the net operating annual cost of service, including overhead expenses, which shall not exceed \$385,000 annually. The contractor, River North Transit, LLC, is required to provide detailed invoices that document pick-up points, destination, and number of passengers trips.

Track Record/Monitor

The project manager for this item is Linda Morris, DTPW Chief of Service Planning and Scheduling.

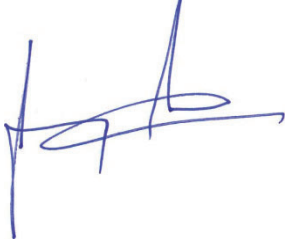
Delegated Authority

In accordance with Section 2-8.3 of the Miami-Dade County Code related to identifying delegation of Board authority, the Mayor or Mayor’s designee is authorized to exercise all provisions of the agreement, including any cancellation, and execute any agreements for public transportation services with the Town of Cutler Bay. The Mayor or Mayor’s designee is further authorized to adjust the span of services, days of operation, and/or frequency of service for the Cutler Bay on-demand program so long as the Town is responsible for 100% of the net

operating cost including overhead and operating expenses. The Mayor or Mayor’s designee is also authorized to receive and expend funds, including any additional funds should they become available.

Background

This is the first on-demand interlocal agreement between the County and the Town of Cutler Bay. The County already provides fixed-route bus services (i.e., local circulator services) on behalf of the Town. The goal of the on-demand program is to enhance local mobility through the provision of dynamically routed on-demand transit services. The program affords the Town an opportunity to address the travel needs of its residents by improving first-and-last mile connectivity. On-demand services launched in December 2020 as a pilot under the County Go Connect Program, with River North Transit, LLC operating the service. Under the program, passengers may request pick up and drop off anywhere within the Town’s boundaries. Fares are free and service is provided Monday through Friday, excluding holidays, from 5:30am to 8pm.



Jimmy Morales
Chief Operations Officer

RESOLUTION NO. 21-68

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR ON-DEMAND TRANSPORTATION SERVICES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (“Town”) and Miami-Dade County (“County”) desire to continue providing greater mobility for members of the public by providing different transit options including on-demand transportation services; and

WHEREAS, on December 12, 2018, pursuant to Resolution No. 18-87, the Town Council accepted an award of SMART Demonstration Grant funds from Florida Department of Transportation (“Grant”) in the amount of \$192,500 for three (3) consecutive years with a dollar-for-dollar match of Town funds, which Grant funds have been used for the provision of transit services, including on-demand transportation services; and

WHEREAS, on February 20, 2019, the Town Council adopted Resolution No. 19-13, approving an Interlocal Agreement with Miami-Dade County for On-Demand Public Transportation Services (the “Interlocal Agreement”); and

WHEREAS, the On-Demand Transportation Services provide Town residents with near door-to-door public transit services within the Town and the South Dade Transitway on Monday through Friday from 5:30 am to 8:00 pm; and

WHEREAS, the County has competitively procured an on-demand transportation service provider following the Federal Transit Administration’s procurement procedures; and

WHEREAS, as a result of the County meeting the Federal Transit Administration’s procurement requirement, the original Interlocal Agreement adopted by the Town via Resolution No. 19-13 has been substantially modified; and

WHEREAS, the Town Council wishes to authorize the Town Manager to enter into the revised Interlocal Agreement with the County, in substantially the form attached hereto as Exhibit “A,” for the provision of County on-demand transportation services; and

WHEREAS, the Town Council finds that this Resolution is in the best interest and welfare of the residents of the Town; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval. The Town Council hereby approves the Interlocal Agreement, in substantially the form attached hereto as Exhibit "A."

Section 3. Authorization. The Town Council hereby authorizes the Town Manager to enter into the Interlocal Agreement, in substantially the form attached hereto as Exhibit "A," subject to the Town Attorney's approval as to form, content and legal sufficiency. The Town Manager is further authorized to execute any and all documents necessary to implement the intent and purposes of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED and ADOPTED this 27th day of September, 2021.



TIM MEERBOTT
Mayor

Attest:



MAURICIO MELINU
Town Clerk



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE TOWN OF CUTLER BAY:



WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L.
Town Attorney

Moved By: Council Member Coriat
Seconded By: Vice Mayor Callahan

FINAL VOTE AT ADOPTION:

Mayor Tim Meerbott	YES
Vice Mayor Michael P. Callahan	YES
Council Member Robert "BJ" Duncan	YES
Council Member Suzy Lord	YES
Council Member Roger Coriat	YES



Interlocal Agreement Between
Miami-Dade County and Town of Cutler Bay
For the Provision of On-Demand Transit Services

This 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 Town of Cutler Bay, a municipal corporation of the State of Florida, hereinafter referred to as "the Town".

WITNESSETH:

WHEREAS, the Town wishes to enhance local mobility through the provision of dynamically routed On-demand transit service operated by a contractor of the County; and

WHEREAS, these services provide the Town with an opportunity to match the local travel needs of the residents while improving first-and-last mile connectivity; and

WHEREAS, the provision of these services can help minimize the need for specialized transportation services by the County; and

WHEREAS, the proposed dynamically routed On-demand transit service will complement the existing Miami-Dade Department of Transportation and Public Works (D.T.P.W.) bus routes and help increase the use of these Public Transit services; and

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

WHEREAS, the Town shall pay to the County one hundred percent (100%) of the actual net operating annual cost of the service,

NOW THEREFORE,

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

ARTICLE 1
DEFINITIONS

- 1.1 **"A.D.A."** shall mean the Americans with Disabilities Act of 1990, as amended
- 1.2 **"Contractor"** shall mean any entity, public or private vendor for on-demand transit services as described in this Agreement under contract to the County.
- 1.3 **"On-demand transit service"** shall mean flexible routing with dynamic vehicle dispatching where the trip is no longer than five (5) miles in distance.
- 1.4 **"The County"** shall include Miami-Dade County, the Miami-Dade Department of Transportation and Public Works Miami-Dade and authorized representatives thereof.
- 1.5 **"The Town"** shall mean Town of Cutler Bay and authorized representatives thereof.
- 1.6 **"F.D.O.T."** shall mean the Florida Department of Transportation and authorized.
- 1.7 **"D.T.P.W."** shall mean the Miami-Dade Department of Transportation and Public Works and authorized representatives thereof.
- 1.8 **"U.S. D.O.T."** shall refer to the U.S. Department of Transportation, its rules and regulations and representatives thereof.
- 1.9 **"FTA"** shall mean the Federal Transit Administration, its rules and regulations, and representatives thereof.
- 1.10 **"PTRD"** shall refer to the Passenger Transportation Regulatory, a Division of D.T.P.W.
- 1.11 **"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.
- 1.12 **"Fares"** for the on-demand service shall mean individual transportation fees paid by public transit passengers for the Transportation Service.
- 1.13 **"STS"**, Special Transportation Service, is the component of the conventional transit system designed to provide comparable On-demand service to disabled individuals as mandated in the A.D.A.

ARTICLE 2

GENERAL REQUIREMENTS

- 2.1 Compliance with Applicable Laws and Regulations. The County 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 the On-demand service. The County shall be responsible for requiring compliance of its employees, contractors, and agents with all applicable county, state and federal requirements, including, but not limited to, all safety, mechanical, and vehicular standards mandated by DTPW/PTRD. The County shall be responsible for obtaining copies of the appropriate laws, regulations, ordinances, and documents and complying therewith.
- 2.2 Purchase of Services/Sole Responsibility. The parties concur that this Agreement is a contract for the provision of On-demand transit service provided by the County for the benefit of residents and visitors of the Town and of the County. County employees, agents and contractors providing On-demand transit service shall be considered to be, at all times, solely employees, agents or contractors of the County under its sole direction and not employees, agents or contractors of the Town.
- 2.3 Compliance with A.D.A. The On-demand transit service shall comply with all applicable requirements of the A.D.A. The County has an obligation to provide STS in the area served by the On-Demand service. In fulfillment of this obligation, the Town hereby allows the County to provide STS service at no cost to the Town. To the extent that any terms in the Agreement are in conflict with A.D.A., the requirements of the A.D.A. shall control.
- 2.4 Compliance with Procurement Requirements. The County agrees to comply with applicable federal and state procurement requirements, as may be amended from time to time, when entering contracts with third parties to fulfill the obligations under this Agreement.
- 2.5 This section has been left blank
- 2.6 Drug-free Workplace and Testing. the County or its contractor shall require pre-employment drug testing and other periodic drug testing for all persons holding safety-sensitive positions, as defined by U.S. D.O.T., related to transit operation. Effective upon execution of the Agreement, the County shall require that its employees or contractor if applicable, comply with all applicable requirements of the U.S. D.O.T. regulations for drug and alcohol testing. To the extent that any terms in this Agreement are inconsistent with the U.S. D.O.T. regulation, the requirements of the U.S. D.O.T. shall control.
- 2.7 Town Representative. The Town shall designate an individual(s) to act as liaison to the County and notify the County thereof. The Town shall promptly notify the County of any changes.
- 2.8 County Representative. The County shall designate an individual(s) to act as liaison to the Town and notify the Town thereof. The County shall promptly notify the Town of any changes.

- 2.9 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 designee and the Town Manager, or their designees, subject to authorization by their respective Boards. Notwithstanding the foregoing, amendments to this Agreement regarding alignments, hours of service, service area, and fares, as described in Section 2-150 (c) of the County Code, may be approved by the County Mayor and the Town Manager or their designees.

ARTICLE 3

ON-DEMAND TRANSIT SERVICE

- 3.1 Provision of On-demand Transit Services. The County on behalf of the Town shall provide on-demand transit service as contained in Exhibits 1 attached herein. Such service plan is subject to public hearing prior to this agreement being executed by both parties. In addition, the Town must notify the County under the following circumstances:
Prior to establishing or raising fares.
- 3.2 Fares. The County shall operate the On-demand transit service charging a fare in accordance with public transit fares established by the Town's legislative board, as may be modified from time to time. Initially no fare shall be collected until such a time as the Town's legislative board adopts an alternative fare structure. When the County sends an invoice to the Town, the County will provide a credit in the amount equal to any fare payments received/collected from the operation of the Town's on-demand service.
- If an alternate fare structure is enacted, all D.T.P.W. passes, transfers, or identification entitling a passenger to ride a vehicle without paying any additional fare will be accepted. Qualified passengers shall pay no fare. D.T.P.W. Easy Cards and Tickets, or identification entitling a passenger shall be accepted to enable passengers to ride the On-demand transit service without paying an additional fare.
- 3.3 Connection and Coordination with County Bus Routes. All On-demand transit service shall be designed to feed the public transit service in the most efficient manner possible.
- 3.4 Operation of Service Areas in Their Entirety. The county or its contractor shall be responsible for ensuring that On-demand transit service is operated in its entirety with no deviation from the approved service area and hours of operation.
- 3.5 On-demand Transit Service Information. The County may provide information about the On-demand service through D.T.P.W.'s routine and customary public information dissemination processes, including its transit information telephone service, and transit website.
- 3.6 Issuance of On-demand Hours of Operation. The County and the Town may make available information about Metrobus, Metrorail, On-demand and Metromover on the their websites.

- 3.7 Service Areas Modifications. Before any major service change, including the development of new service areas or changes to service area greater than 20% (based on existing service area), the Town shall perform a technical analysis of proposed service area and schedules of the On-demand transit service.
- 3.8 Use of Logo. The Town may wish to design a logo uniquely identifying this On-demand transit service. If they do so, such logo shall at all times be displayed on the exterior of all vehicles in operation pursuant to this Agreement. The County shall allow the display of the On-demand transit service logo on the County's bus stop signs at all stops within the Town.
- 3.9 This section has been left blank
- 3.10 This section has been left blank
- 3.11 Advertisements. NO Advertisements shall be placed on any vehicles being used for this service; replacement vehicles may contain advertisements.
- 3.12 Public Records. Both the Town and County are legally required to follow all applicable State and Federal public record retention laws.

ARTICLE 4
RECORDS AND REPORTS
(Reserved)

ARTICLE 5
INSURANCE
(Reserved)

ARTICLE 6
INDEMNIFICATION

- 6.1 The Town shall, to the extent permitted by law at all-time hereafter, indemnify and hold harmless the County, and its officers, agents, employees and instrumentalities from any and all liability, claims, losses and causes of action, including attorneys' fees and costs of defense which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands suits, causes of actions or proceedings of any kinds or nature arising out of, or relating to or resulting from the negligence of the Town and/or its officers, employees, agents or instrumentalities, during the term of this Agreement. The Town shall resolve all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments and reasonable attorneys' fees which may issue thereon. The Town expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Town 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 Town, 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 Town 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 Town, where applicable, including appellate proceedings, and shall pay all costs, judgments and reasonable attorney's fees which may issue thereon. The County expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the County shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents or instrumentalities as herein provided. Nothing herein shall be deemed to indemnify the Town from any liability or claim arising out of the negligent performance or failure of performance of the Town, 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.

ARTICLE 7

FINANCIAL ASSISTANCE

- 7.1 Grant Matching Funds. The Town may, 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 Town shall pay to the County one hundred percent (100%) of the actual net operating annual cost of the service not to exceed \$385,000 (\$96,250 per quarter / \$32,083.33 per month) for first three (3) years of the service except for increases to operating costs that are not due to the service changes. The payment shall be made on a quarterly basis, within thirty (30) days of the Town receiving an appropriate invoice from the County. The amount of the payment shall be one fourth (1/4th) of the agreed annual Town cost unless otherwise agreed upon by the parties.

In subsequent fiscal years, the Town will continue to pay the County 100% of the actual operating cost including overhead. The County shall notify the Town of any increase in operating cost a minimum of (six months in advance).

It is the sole responsibility of the Town to determine the source and dollar amount per source of funds to comprise the total contribution to the County for the provision of the On-demand transit service as required in this agreement.

- 7.2 This section has been left blank
- 7.3 This section has been left blank

- 7.4 Comparable Agreements. In the event that the County enters into an Interlocal Agreement with any other municipality for On-demand transit services which are comparable to the services provided herein, County shall agree to amend this Agreement, if requested by the Town, to provide substantially equivalent favorable terms to the Town as those provided in such other County Interlocal Agreements.

ARTICLE 8

TERMS, MODIFICATIONS AND MISCELLANEOUS PROVISIONS

- 8.1 Terms of Agreement. This Agreement shall commence upon approval of the County's Board of County Commissioners and the Town's legislative board and the execution by the County Mayor and Manager of the Town or their designees, with a retroactive commencement date of December 1, 2020, and shall remain in force for three (3) years after December 1, 2020. This Agreement is subject to two three (3) year automatic options to renew under the same contract terms and conditions.
- 8.2 Renegotiation or Modification. Any changes in the level of service to be provided by the Town as set forth herein shall only be implemented after the County and the Town 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 County, and its Contractor, agree to comply with any portion of the Title VI and VII of the Civil Rights Act of 1964 applicable to the operation of this On Demand service and further the County and its Contractors shall not discriminate against any employee, passengers or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and will take affirmative action to ensure that employees, passengers and applicants are afforded equal employment opportunities without discrimination.

The Town shall guarantee adequate public engagement prior to establishing a new or modifying an existing Town On-demand transit service. The following steps must be performed: 1) Advertise a notice of public hearing in English and Spanish; and 2) Conduct a minimum of one public hearing that gives the community an opportunity to voice their opinion concerning the proposed service. The Town shall provide to the County proof of newspaper Ad, and meeting minutes or adopted resolution.

- 8.4 Americans with Disabilities Act (A.D.A.) Title II of 1990. The Town, its Contractors and Contractor of the County shall not discriminate against any person because of race, sex, religious background, ancestry, national origin or disability in the performance of the Agreement. The Town, its Contractors and Contractor of the County agree to comply with all parts of the A.D.A. Title II applicable to the operation of this service area. Furthermore, the Town, prior to putting into place and operating this service area, shall provide the following evidence to the County of compliance with Tittle II of the A.D.A. as mandated by the Code of Federal Regulations Title 49 Parts 27.13 and 27.15:

1. The name and contact information of the Town's A.D.A. Coordinator.
2. Evidence of A.D.A. notice posted in an accessible format on the Town's website.
3. The A.D.A. notice shall be comprised of the following:
 - a. Notice of nondiscrimination on the basis of disability (see Appendix X for sample),
 - b. A.D.A. grievance procedure.
 - c. An online contact form if applicable.
 - d. Accessible contact information of the designated A.D.A. Coordinator, including phone number and email address.

8.5 Termination for Cause. This Agreement may be terminated for cause by either party upon no less than sixty (60) days written notice to the other party. Said notice shall be delivered by verified facsimile transmission or certified mail, return receipt requested. The noticed party shall have the opportunity to cure any stated cause for termination within a reasonable notice period, in which case the termination party may cancel the termination notice using the same means by which the notice of termination was delivered.

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

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

FOR MIAMI-DADE COUNTY:

Miami-Dade County Department of Transportation and Public Works
701 NW 1st Court, Suite 1700
Miami, Florida 33136
Attention: Director
Fax: (786) 469-5406

FOR TOWN:

Town of Cutler Bay
10720 Caribbean Blvd., Suite# 105
Cutler Bay, FL. 33189
Attention: Rafael G. Casals, Town Manager

With copy to:

Town Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
2525 Ponce De Leon Blvd., Suite# 700
Coral Gables, Florida, Florida 33134

Exhibit 1

(Service Area Map & Hours of Operations)

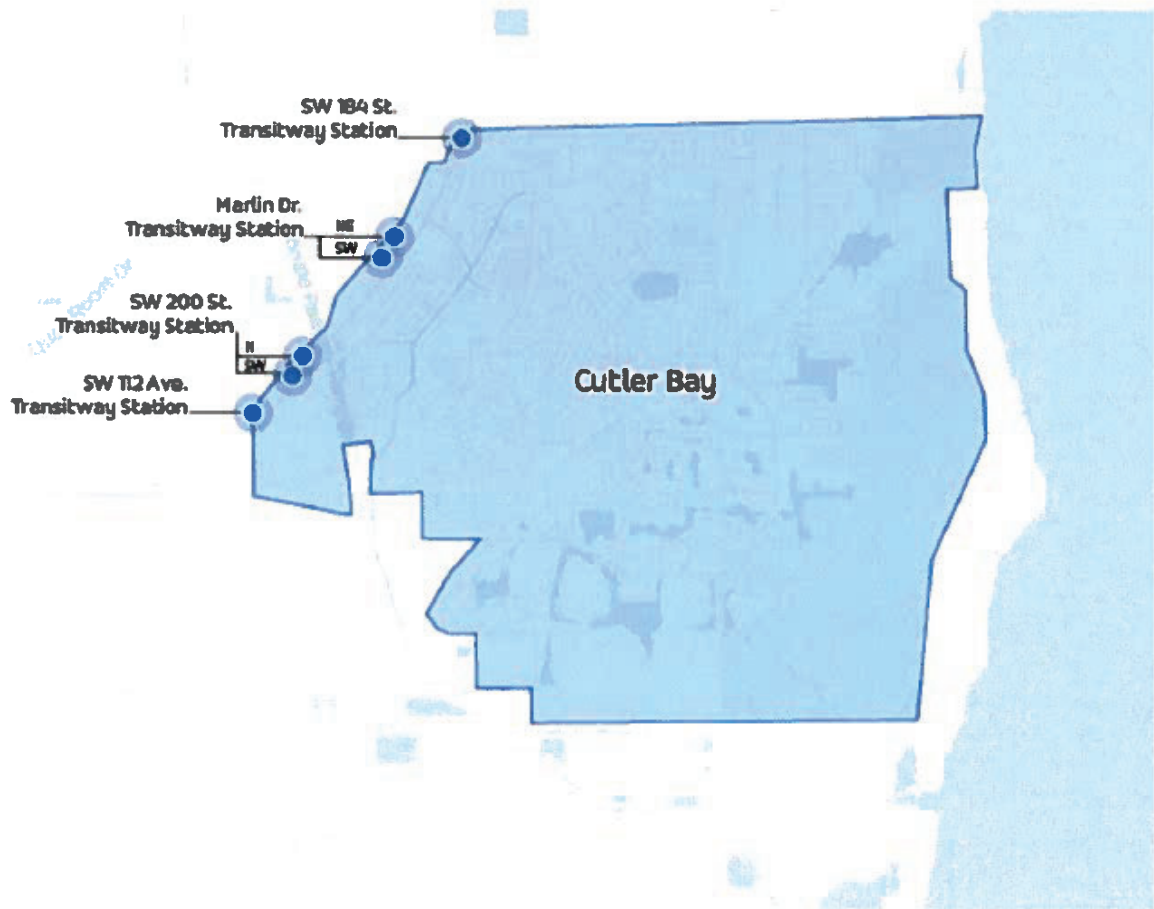


Figure 1: Service Area Map - Town of Cutler Bay On-Demand Transit Service.

Hours of Operation:

- Monday thru Friday (Excluding holidays)
- 5:30 am – 8:00 pm



**Interlocal Agreement Between
Miami-Dade County and Town of Cutler Bay
For the Provision of On-Demand Transit Services**

This 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 Town of Cutler Bay, a municipal corporation of the State of Florida, hereinafter referred to as "the Town".

WITNESSETH:

WHEREAS, the Town wishes to enhance local mobility through the provision of dynamically routed On-demand transit service operated by a contractor of the County; and

WHEREAS, these services provide the Town with an opportunity to match the local travel needs of the residents while improving first-and-last mile connectivity; and

WHEREAS, the provision of these services can help minimize the need for specialized transportation services by the County; and

WHEREAS, the proposed dynamically routed On-demand transit service will complement the existing Miami-Dade Department of Transportation and Public Works (D.T.P.W.) bus routes and help increase the use of these Public Transit services; and

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

WHEREAS, the Town shall pay to the County one hundred percent (100%) of the actual net operating annual cost of the service.

NOW THEREFORE,

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

ARTICLE 1

DEFINITIONS

- 1.1 **"A.D.A."** shall mean the Americans with Disabilities Act of 1990, as amended
- 1.2 **"Contractor"** shall mean any entity, public or private vendor for on-demand transit services as described in this Agreement under contract to the County.
- 1.3 **"On-demand transit service"** shall mean flexible routing with dynamic vehicle dispatching where the trip is no longer than five (5) miles in distance.
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- 1.8 **"U.S. D.O.T."** shall refer to the U.S. Department of Transportation, its rules and regulations and representatives thereof.
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- 1.11 **"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.
- 1.12 **"Fares"** for the on-demand service shall mean individual transportation fees paid by public transit passengers for the Transportation Service.
- 1.13 **"STS"**, Special Transportation Service, is the component of the conventional transit system designed to provide comparable On-demand service to disabled individuals as mandated in the A.D.A.

ARTICLE 2

GENERAL REQUIREMENTS

- 2.1 **Compliance with Applicable Laws and Regulations.** The County 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 the On-demand service. The County shall be responsible for requiring compliance of its employees, contractors, and agents with all applicable county, state and federal requirements, including, but not limited to, all safety, mechanical, and vehicular standards mandated by DTPW/PTRD. The County shall be responsible for obtaining copies of the appropriate laws, regulations, ordinances, and documents and complying therewith.
- 2.2 **Purchase of Services/Sole Responsibility.** The parties concur that this Agreement is a contract for the provision of On-demand transit service provided by the County for the benefit of residents and visitors of the Town and of the County. County employees, agents and contractors providing On-demand transit service shall be considered to be, at all times, solely employees, agents or contractors of the County under its sole direction and not employees, agents or contractors of the Town.
- 2.3 **Compliance with A.D.A.** The On-demand transit service shall comply with all applicable requirements of the A.D.A. The County has an obligation to provide STS in the area served by the On-Demand service. In fulfillment of this obligation, the Town hereby allows the County to provide STS service at no cost to the Town. To the extent that any terms in the Agreement are in conflict with A.D.A., the requirements of the A.D.A. shall control.
- 2.4 **Compliance with Procurement Requirements.** The County agrees to comply with applicable federal and state procurement requirements, as may be amended from time to time, when entering contracts with third parties to fulfill the obligations under this Agreement.
- 2.5 This section has been left blank
- 2.6 **Drug-free Workplace and Testing.** the County or its contractor shall require pre-employment drug testing and other periodic drug testing for all persons holding safety-sensitive positions, as defined by U.S. D.O.T., related to transit operation. Effective upon execution of the Agreement, the County shall require that its employees or contractor if applicable, comply with all applicable requirements of the U.S. D.O.T. regulations for drug and alcohol testing. To the extent that any terms in this Agreement are inconsistent with the U.S. D.O.T. regulation, the requirements of the U.S. D.O.T. shall control.
- 2.7 **Town Representative.** The Town shall designate an individual(s) to act as liaison to the County and notify the County thereof. The Town shall promptly notify the County of any changes.
- 2.8 **County Representative.** The County shall designate an individual(s) to act as liaison to the Town and notify the Town thereof. The County shall promptly notify the Town of any changes.

- 2.9 **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 designee and the Town Manager, or their designees, subject to authorization by their respective Boards. Notwithstanding the foregoing, amendments to this Agreement regarding alignments, hours of service, service area, and fares, as described in Section 2-150 (c) of the County Code, may be approved by the County Mayor and the Town Manager or their designees.

ARTICLE 3

ON-DEMAND TRANSIT SERVICE

- 3.1 **Provision of On-demand Transit Services.** The County on behalf of the Town shall provide on-demand transit service as contained in Exhibits 1 attached herein. Such service plan is subject to public hearing prior to this agreement being executed by both parties. In addition, the Town must notify the County under the following circumstances:
Prior to establishing or raising fares.
- 3.2 **Fares.** The County shall operate the On-demand transit service charging a fare in accordance with public transit fares established by the Town's legislative board, as may be modified from time to time. Initially no fare shall be collected until such a time as the Town's legislative board adopts an alternative fare structure. When the County sends an invoice to the Town, the County will provide a credit in the amount equal to any fare payments received/collected from the operation of the Town's on-demand service.
- If an alternate fare structure is enacted, all D.T.P.W. passes, transfers, or identification entitling a passenger to ride a vehicle without paying any additional fare will be accepted. Qualified passengers shall pay no fare. D.T.P.W. Easy Cards and Tickets, or identification entitling a passenger shall be accepted to enable passengers to ride the On-demand transit service without paying an additional fare.
- 3.3 **Connection and Coordination with County Bus Routes.** All On-demand transit service shall be designed to feed the public transit service in the most efficient manner possible.
- 3.4 **Operation of Service Areas in Their Entirety.** The county or its contractor shall be responsible for ensuring that On-demand transit service is operated in its entirety with no deviation from the approved service area and hours of operation.
- 3.5 **On-demand Transit Service Information.** The County may provide information about the On-demand service through D.T.P.W.'s routine and customary public information dissemination processes, including its transit information telephone service, and transit website.
- 3.6 **Issuance of On-demand Hours of Operation.** The County and the Town may make available information about Metrobus, Metrorail, On-demand and Metromover on the their websites.

- 3.7 **Service Areas Modifications.** Before any major service change, including the development of new service areas or changes to service area greater than 20% (based on existing service area), the Town shall perform a technical analysis of proposed service area and schedules of the On-demand transit service.
- 3.8 **Use of Logo.** The Town may wish to design a logo uniquely identifying this On-demand transit service. If they do so, such logo shall at all times be displayed on the exterior of all vehicles in operation pursuant to this Agreement. The County shall allow the display of the On-demand transit service logo on the County's bus stop signs at all stops within the Town.
- 3.9 This section has been left blank
- 3.10 This section has been left blank
- 3.11 **Advertisements.** NO Advertisements shall be placed on any vehicles being used for this service; replacement vehicles may contain advertisements.
- 3.12 **Public Records.** Both the Town and County are legally required to follow all applicable State and Federal public record retention laws.

**ARTICLE 4
RECORDS AND REPORTS
(Reserved)**

**ARTICLE 5
INSURANCE
(Reserved)**

**ARTICLE 6
INDEMNIFICATION**

- 6.1 The Town shall, to the extent permitted by law at all-time hereafter, indemnify and hold harmless the County, and its officers, agents, employees and instrumentalities from any and all liability, claims, losses and causes of action, including attorneys' fees and costs of defense which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands suits, causes of actions or proceedings of any kinds or nature arising out of, or relating to or resulting from the negligence of the Town and/or its officers, employees, agents or instrumentalities, during the term of this Agreement. The Town shall resolve all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments and reasonable attorneys' fees which may issue thereon. The Town expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Town 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 Town, 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 Town 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 Town, where applicable, including appellate proceedings, and shall pay all costs, judgments and reasonable attorney's fees which may issue thereon. The County expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the County shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents or instrumentalities as herein provided. Nothing herein shall be deemed to indemnify the Town from any liability or claim arising out of the negligent performance or failure of performance of the Town, 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.

ARTICLE 7

FINANCIAL ASSISTANCE

- 7.1 Grant Matching Funds. The Town may, 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 Town shall pay to the County one hundred percent (100%) of the actual net operating annual cost of the service not to exceed \$385,000 (\$96,250 per quarter / \$32,083.33 per month) for first three (3) years of the service except for increases to operating costs that are not due to the service changes. The payment shall be made on a quarterly basis, within thirty (30) days of the Town receiving an appropriate invoice from the County. The amount of the payment shall be one fourth (1/4th) of the agreed annual Town cost unless otherwise agreed upon by the parties.

In subsequent fiscal years, the Town will continue to pay the County 100% of the actual operating cost including overhead. The County shall notify the Town of any increase in operating cost a minimum of (six months in advance).

It is the sole responsibility of the Town to determine the source and dollar amount per source of funds to comprise the total contribution to the County for the provision of the On-demand transit service as required in this agreement.

- 7.2 This section has been left blank
- 7.3 This section has been left blank

- 7.4 **Comparable Agreements.** In the event that the County enters into an Interlocal Agreement with any other municipality for On-demand transit services which are comparable to the services provided herein, County shall agree to amend this Agreement, if requested by the Town, to provide substantially equivalent favorable terms to the Town as those provided in such other County Interlocal Agreements.

ARTICLE 8

TERMS, MODIFICATIONS AND MISCELLANEOUS PROVISIONS

- 8.1 **Terms of Agreement.** This Agreement shall commence upon approval of the County's Board of County Commissioners and the Town's legislative board and the execution by the County Mayor and Manager of the Town or their designees, with a retroactive commencement date of December 1, 2020, and shall remain in force for three (3) years after December 1, 2020. This Agreement is subject to two three (3) year automatic options to renew under the same contract terms and conditions.
- 8.2 **Renegotiation or Modification.** Any changes in the level of service to be provided by the Town as set forth herein shall only be implemented after the County and the Town 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 County, and its Contractor, agree to comply with any portion of the Title VI and VII of the Civil Rights Act of 1964 applicable to the operation of this On Demand service and further the County and its Contractors shall not discriminate against any employee, passengers or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and will take affirmative action to ensure that employees, passengers and applicants are afforded equal employment opportunities without discrimination.

The Town shall guarantee adequate public engagement prior to establishing a new or modifying an existing Town On-demand transit service. The following steps must be performed: 1) Advertise a notice of public hearing in English and Spanish; and 2) Conduct a minimum of one public hearing that gives the community an opportunity to voice their opinion concerning the proposed service. The Town shall provide to the County proof of newspaper Ad, and meeting minutes or adopted resolution.

- 8.4 **Americans with Disabilities Act (A.D.A.) Title II of 1990.** The Town, its Contractors and Contractor of the County shall not discriminate against any person because of race, sex, religious background, ancestry, national origin or disability in the performance of the Agreement. The Town, its Contractors and Contractor of the County agree to comply with all parts of the A.D.A. Title II applicable to the operation of this service area. Furthermore, the Town, prior to putting into place and operating this service area, shall provide the following evidence to the County of compliance with Tittle II of the A.D.A. as mandated by the Code of Federal Regulations Title 49 Parts 27.13 and 27.15:

1. The name and contact information of the Town's A.D.A. Coordinator.
2. Evidence of A.D.A. notice posted in an accessible format on the Town's website.
3. The A.D.A. notice shall be comprised of the following:
 - a. Notice of nondiscrimination on the basis of disability (see Appendix X for sample),
 - b. A.D.A. grievance procedure.
 - c. An online contact form if applicable.
 - d. Accessible contact information of the designated A.D.A. Coordinator, including phone number and email address.

8.5 **Termination for Cause.** This Agreement may be terminated for cause by either party upon no less than sixty (60) days written notice to the other party. Said notice shall be delivered by verified facsimile transmission or certified mail, return receipt requested. The noticed party shall have the opportunity to cure any stated cause for termination within a reasonable notice period, in which case the termination party may cancel the termination notice using the same means by which the notice of termination was delivered.

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

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

FOR MIAMI-DADE COUNTY:

Miami-Dade County Department of Transportation and Public Works
701 NW 1st Court, Suite 1700
Miami, Florida 33136
Attention: Director
Fax: (786) 469-5406

FOR TOWN:

Town of Cutler Bay
10720 Caribbean Blvd., Suite# 105
Cutler Bay, FL. 33189
Attention: Rafael G. Casals, Town Manager

With copy to:

Town Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
2525 Ponce De Leon Blvd., Suite# 700
Coral Gables, Florida, Florida 33134

- 8.8 **Complete and Binding Agreement.** This writing embodies the full and complete agreement of the parties. No other terms, conditions or modifications shall be binding upon the parties unless in writing and signed by the parties.
- 8.9 **Execution.** This document shall be executed in five (5) counterparts, each of which shall be deemed an original.
- 8.10 **Governing Law and Exclusive Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in state court, and the U.S. District Court, Southern District of Florida, if in federal court.

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:

Town of Cutler Bay
A Municipal Corporation of
the State of Florida

By: Alfredo Quintero 9/28/2021
Alfredo Quintero Date
Public Works Director

By: Rafael G. Casals 9/28/21
Rafael G. Casals Date
Town Manager

Town Resolution No. 21-68

Miami-Dade County, a political
Subdivision of the State of Florida

HARVEY RUVIN, CLERK

By Its Board of County
Commissioners

By: _____
DEPUTY CLERK

By: _____
Daniella Levine Cava Date
Miami-Dade County Mayor

Approved by County Attorney as
to form and legal sufficiency _____

Exhibit 1

(Service Area Map & Hours of Operations)

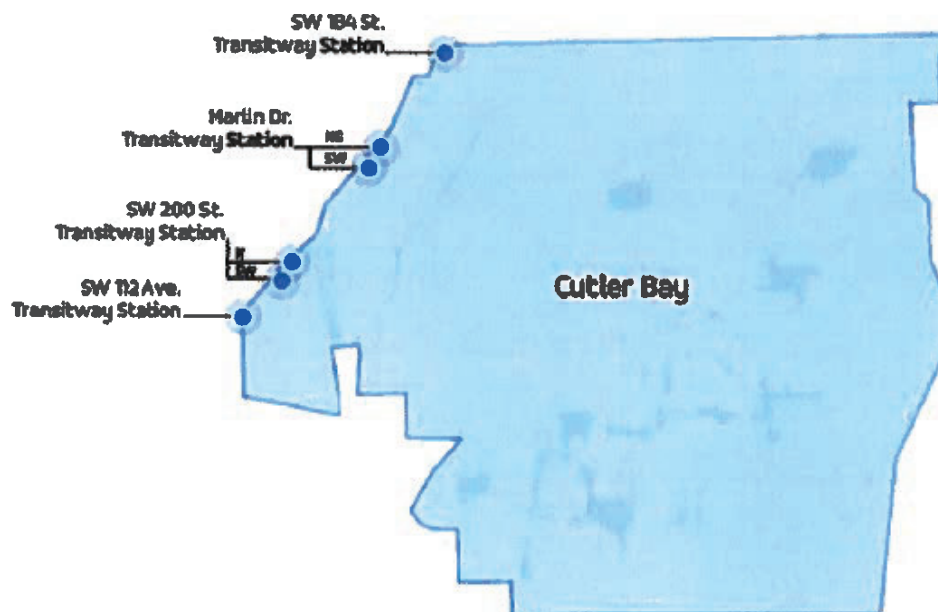


Figure 1: Service Area Map - Town of Cutler Bay On-Demand Transit Service.

Hours of Operation:

- Monday thru Friday (Excluding holidays)
- 5:30 am – 8:00 pm



MEMORANDUM
(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: June 1, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(N)(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
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) 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)(1)
6-1-22

RESOLUTION NO. _____

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF CUTLER BAY NOT TO EXCEED \$385,000.00 IN PAYMENTS TO MIAMI-DADE COUNTY FOR ON-DEMAND TRANSPORTATION SERVICES RETROACTIVELY STARTING ON DECEMBER 1, 2020; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT; AND AUTHORIZING THE RECEIPT AND EXPENDITURE OF OPERATING FUNDS FROM THE TOWN OF CUTLER BAY TO MIAMI-DADE COUNTY FOR SERVICE OPERATION

WHEREAS, the Town of Cutler Bay wishes to enhance local mobility through the provision of dynamically routed on-demand transit services operated by a contractor of the County; and

WHEREAS, section 31-113 of the Miami-Dade County Code allows municipalities to operate public transit services only under an Interlocal Agreement with the County; and

WHEREAS, the provision of these service can help minimize the need for specialized transportation services by the County; and

WHEREAS, the proposed dynamically routed on-demand transit service will complement the existing Miami-Dade Department of Transportation and Public Works (DTPW) bus routes and help increase the use of these public transit services; and

WHEREAS, the County has competitively procured an on-demand transportation service provider following the Federal Transit Administration's procurement procedures; and

WHEREAS, the Town shall pay the County 100 percent of the actual net operating annual cost of the service; and

WHEREAS, the County wishes to authorize the County Mayor or County Mayor's designee to execute the Interlocal Agreement with the Town, in substantially the form attached hereto as Exhibit "A," of the Mayor's Memorandum for the provision of County on-demand transportation services,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the Interlocal Agreement not to exceed \$385,000.00 in payments to Miami-Dade County for on-demand transportation services, in substantially the form attached hereto as Exhibit "A" in the Mayor's Memorandum and authorizes the County Mayor or County Mayor's designee to execute the Interlocal Agreement, in substantially the form attached hereto as Exhibit "A" of the Mayor's memorandum.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Jose "Pepe" Diaz, Chairman	
Oliver G. Gilbert, III, Vice-Chairman	
Sen. René García	Keon Hardemon
Sally A. Heyman	Danielle Cohen Higgins
Eileen Higgins	Joe A. Martinez
Kionne L. McGhee	Jean Monestime
Raquel A. Regalado	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared this resolution duly passed and adopted this 1st day of June, 2022. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Bruce Libhaber