

# MEMORANDUM

Agenda Item No. 8(N)(2)

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**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  
Village of Biscayne Park for on-  
demand transportation services;  
and authorizing the County  
Mayor to execute the Agreement

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The accompanying resolution was prepared by the Transportation and Public Works Department and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.



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Geri Bonzon-Keenan  
County Attorney

GBK/ks

# 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 Village of Biscayne Park

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## **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 Village of Biscayne Park for delivery of on-demand transportation services for a five-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 Village of Biscayne Park (Village) for the operation of on-demand public transportation services in and around the Village.

## **Scope**

The Village of Biscayne Park lies within County Commission District 4, which is represented by Commissioner Sally A. Heyman. However, the impact of the on-demand services program is countywide in nature as it promotes connectivity to other transit routes.

## **Fiscal Impact/Funding Source**

The agreement is for a five-year term, commencing upon execution of the Interlocal Agreement, and subject to two, five-year automatic option to renew terms. There is no fiscal impact to the County under the Interlocal Agreement as the Village shall cover the cost of the program from its annual share of Charter County Transportation Surtax proceeds.

## **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, there are no authorities, other than the right to terminate the agreement, beyond that specified in the resolution which includes authority for the Mayor or Mayor’s designee to execute and terminate the agreement and to receive and expend funds and any additional funds should they become available.

**Background**

This is the first transportation services interlocal agreement between DTPW and the Village. The agreement facilitates enhancing local mobility options through the provision of on-demand services by the selected operator, Freebee, to locations within and outside the Village. More specifically, the program provides a stop-to-stop on-demand service connecting residents to key destinations, including pharmacies and supermarkets, up to a maximum ride of five miles. Users of the service may connect to DTPW Route 16, which runs through the Village, allowing residents to travel to the OMNI terminal in the south and the northeast bus terminal at NE 167 St and NE 15 Ave. Service operates on weekdays from 8am to 11am and 12pm to 5pm, with weekend service running from 10am to 12pm and 1pm to 7pm. The fleet comprises of one electric vehicle that can hold up to five passengers. A wheelchair accessible vehicle is available as needed.



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Jimmy Morales  
Chief Operations Officer

**RESOLUTION NO. 2021-45**

**A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR THE PROVISION OF ON DEMAND PUBLIC TRANSPORTATION SERVICES; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Village of Biscayne Park (“Village”) wishes to enhance local mobility through the provision of locally operated on-demand public transportation services (“Services”); and

**WHEREAS**, the Services provide the Village 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 fixed-route 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 regional transportation services; and

**WHEREAS**, the Village has proposed, and is willing to provide an alternative form of supplemental public transportation throughout the Village, to be funded by its share of the twenty percent (20%) surtax as provided by Section 29-124 of the County’s Code of Ordinances; and

**WHEREAS**, as a condition of providing on-demand transportation services as described herein, the Village is required to enter into an interlocal agreement with the County; and

**WHEREAS**, the Village Commission of the Village of Biscayne Park believes it is in the best interest of the Village to approve of, and enter into, an Interlocal Agreement with Miami-Dade County attached hereto as Attachment “A” and incorporated herein by reference.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, that:**

**Section 1. Incorporation of Recitals.** The foregoing recital paragraphs are hereby ratified and confirmed as being true and the same are hereby made part of this Resolution.

**Section 2. Approval.** The Village Commission of the Village of Biscayne Park hereby approves the Interlocal Agreement with Miami Dade County attached hereto as Attachment “A” and incorporated herein by reference.

**Section 3. Authorization of the Village Manager.** The Village Manager is hereby authorized to do all things necessary to effectuate this Resolution.

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

1 PASSED AND ADOPTED this 7<sup>th</sup> day of September, 2021.

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3 The foregoing Resolution was offered by Commissioner Samaria, who moved its adoption. The  
4 motion was seconded by Vice-Mayor Hamelburg, and upon being put to a vote the vote was as follows:

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6 Virginia O'Halpin, Mayor Yes  
7 Judi Hamelburg, Vice Mayor Yes  
8 Art Gonzalez, Commissioner Yes  
9 MacDonald Kennedy, Commissioner Yes  
10 Dan Samaria, Commissioner Yes

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12 VILLAGE OF BISCAAYNE PARK

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17 Virginia O'Halpin, Mayor

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20 ATTEST:

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25 Roseann Prado, Village Clerk

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28 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE  
29 USE AND RELIANCE OF THE VILLAGE OF BISCAAYNE PARK ONLY:

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33   
34 Edward A. Dion, Village Attorney

# GET TO KNOW *freebee*

Wednesday March 31, 2021 from 5:30pm to 7pm  
at Ed Burke Recreation Center

This community workshop will allow members of the **Biscayne Park** community to learn about Freebee's on-demand, door-to-door transportation solution and weigh in on how it best could be utilized for the Village residents.

Freebee's service is 100% electric, using battery powered vehicles, with the goal of reducing carbon emissions and **connecting** the community to nearby **essential services** without the need of a personal vehicle.



# GET TO KNOW

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# CONOCE A *Freebee*

Miércoles 31 de Marzo de 2021 de 5:30p a 7:00p  
en el Ed Burke Recreation Center

Este taller dirigido a los habitantes de la comunidad de **Biscayne Park**, les permitirá aprender sobre la solución de transporte puerta a puerta que brinda Freebee, además, podrán exponer sus opiniones sobre la mejor manera de utilizar el servicio de Freebee para los residentes de Village.

El servicio de Freebee utiliza vehículos de batería 100% eléctricos, cuyo objetivo es reducir las emisiones de carbono, y al mismo tiempo, **conectar** a la comunidad con **servicios esenciales** cercanos sin la necesidad de un vehículo personal.





# CONOCE A *Freebee*

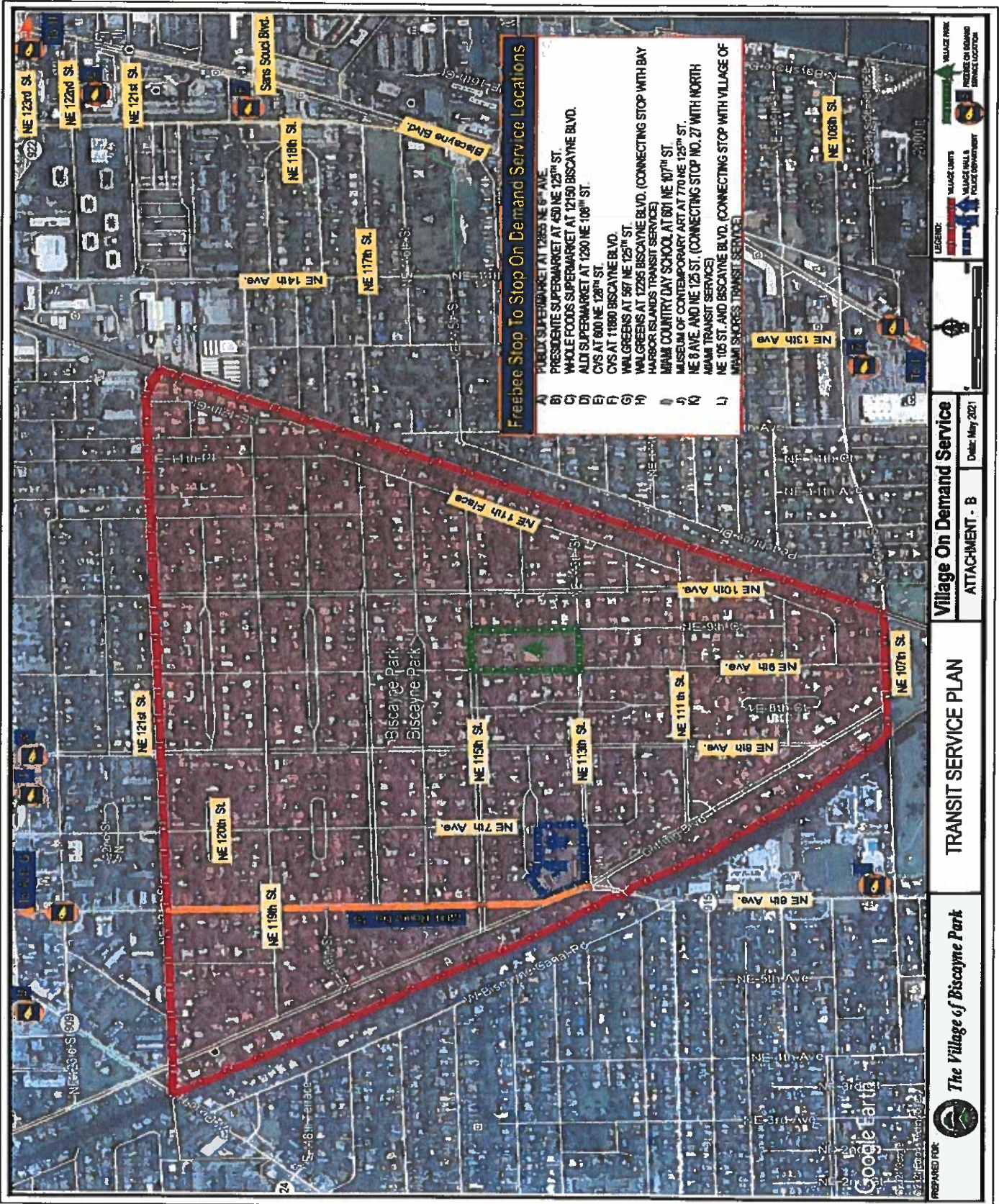
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## **Exhibit 1 (Service Area Map)**



**Freebee Stop To Stop On Demand Service Locations**

- A) PUBLIC SUPERMARKET AT 12855 NE 6th AVE
- B) PRESIDENTE SUPERMARKET AT 450 NE 125th ST
- C) WHOLE FOODS SUPERMARKET AT 12150 BISCAYNE BLVD
- D) ALDI SUPERMARKET AT 1280 NE 108th ST
- E) CVS AT 600 NE 128th ST
- F) CVS AT 11880 BISCAYNE BLVD
- G) WALGREENS AT 567 NE 125th ST
- H) WALGREENS AT 12065 BISCAYNE BLVD, (CONNECTING STOP WITH BAY
- I) HARBOUR ISLANDS TRANSIT SERVICES
- J) MIAMI COUNTRY DAY SCHOOL AT 601 NE 107th ST
- K) MUSEUM OF CONTEMPORARY ART AT 770 NE 125th ST
- L) MIAMI TRANSIT SERVICES
- M) MIAMI TRANSIT SERVICES AT NE 8 AVE AND NE 125 ST, (CONNECTING STOP NO. 27 WITH NORTH
- N) MIAMI TRANSIT SERVICES AT NE 105 ST AND BISCAYNE BLVD, (CONNECTING STOP WITH VILLAGE OF
- O) MIAMI SHORES TRANSIT SERVICE

**Village On Demand Service**  
ATTACHMENT - B  
Date: May 2021

**TRANSIT SERVICE PLAN**

**The Village of Biscayne Park**



LEGEND:

- VILLAGE PARK
- VILLAGE LIMITS
- VILLAGE HILLS
- POLICE DEPARTMENT
- FREEBEE STOP
- DEMAND SERVICE LOCATION

## **Exhibit 2 (Span of Service Schedule)**

### **Service Span and Response Time**

The Village's "On-Demand" service schedule runs Monday to Friday from 8:00 AM to 11:00 AM and 12:00 PM to 5:00 PM, Saturdays and Sundays from 10:00 AM to 12:00 PM and 1:00 PM to 7:00 PM. FREEBEE takes the necessary steps to provide adequate response times.

## **Exhibit 3 (Additional Information - if applicable)**

**MIAMI DAILY BUSINESS REVIEW**

Published Daily except Saturday, Sunday and  
Legal Holidays  
Miami, Miami-Dade County, Florida

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared GUILLERMO GARCIA, who on oath says that he or she is the DIRECTOR OF OPERATIONS, Legal Notices of the Miami Daily Business Review /k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

VILLAGE OF BISCAYNE PARK - PUBLIC HEARING -  
RESOLUTION 2021-45 - SEPT. 7, 2021

In the XXXX Court,  
was published in said newspaper in the issues of

08/26/2021

Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami, in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

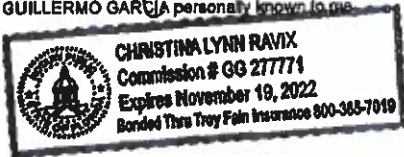
*Guillermo Garcia*

Sworn to and subscribed before me this  
26 day of AUGUST A.D. 2021

*Christina Lynn Ravix*

(SEAL)

GUILLERMO GARCIA personally known to me



**PUBLIC NOTICE  
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Village Commission of the Village of Biscayne Park, Florida will hear the following resolution at a Public Hearing to be held beginning at 7:00 PM, Tuesday, September 7, 2021, at the Log Cabin, 640 NE 114th Street, Biscayne Park, FL 33161 and via Zoom.

RESOLUTION 2021-45

**A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR THE PROVISION OF ON DEMAND PUBLIC TRANSPORTATION SERVICES; PROVIDING FOR AN EFFECTIVE DATE.**

All documentation pertaining to this notice may be inspected by the public at the Office of the Village Clerk in Village Hall, 600 NE 114th Street. Interested parties may appear at the meeting and be heard with respect to the proposed Ordinances.

In accordance with the provision of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990, persons who require special accommodation to participate in the proceedings should call the Village Clerk's office at (305) 898-8000 no later than (4) days prior to the proceeding for assistance. On day of meeting, if called in by 11:00am, we will do our best to accommodate your request. Roseann Prado, Village Clerk  
8/26 21-37/0000546384M



**Interlocal Agreement Between  
Miami-Dade County and Village of Biscayne Park  
For the Provision of On-Demand 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 Village of Biscayne Park, a municipal corporation of the State of Florida, hereinafter referred to as "the Municipality".

**WITNESSETH:**

**WHEREAS,** the Municipality wishes to enhance local mobility through the provision of locally operated On-demand public transportation services; and

**WHEREAS,** these services provide the Municipality 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 fixed-route 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 regional services; and

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

**NOW THEREFORE,**

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

## ARTICLE 1

### SECTION 1.1 DEFINITIONS

**"A.D.A."** shall mean the Americans with Disabilities Act of 1990, (and related Acts) or Miami-Dade County Resolution No. R-385-95.

**"Contractor"** shall mean any entity, public or private fixed-route public transportation services as described in this Agreement under contract to the Municipality.

**"On-demand"** shall mean flexible routing with dynamic vehicle dispatching where the trip is no longer than five (5) miles in distance.

**"The County"** shall include Miami-Dade County, the Miami-Dade Department of Transportation and Public Works Miami-Dade, Consumer Services Department, and authorized representatives thereof.

**"The Municipality"** shall mean Village of Biscayne Park and authorized representatives thereof.

**"F.D.O.T."** shall mean the Florida Department of Transportation and authorized.

**"D.T.P.W."** shall mean the Miami-Dade Department of Transportation and Public Works and authorized representatives thereof.

**"U.S. D.O.T."** shall refer to the U.S. Department of Transportation, its rules and regulations and representatives thereof.

**"F.T.A."** shall mean the Federal Transit Administration, its rules and regulations, and representatives thereof.

**"P.T.R.D."** shall refer to the Passenger Transportation Regulatory Division of D.T.P.W.

**"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 F.T.A.

**"Fares"** for the on-demand service shall mean individual transportation fees paid by public transit passengers other than those services provided by Miami-Dade County for the Special Transportation Service.

**"S.T.S."**, 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 ADA.



## ARTICLE 2

### GENERAL REQUIREMENTS

- 2.1 Compliance with Applicable Laws and Regulations. The Municipality 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 Municipality 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 Municipality 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 On-demand service under this Agreement, the Municipality 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 County Code. The Municipality and its contractors shall maintain such certificates, registrations and permits current during the Period of this Agreement. In no event shall the Municipality 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 On-demand service 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 DTPW/PTRD.
- 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 DTPW/PTRD. 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 DTPW/PTRD.
- 2.6 Proof of Compliance Prior to Operation. The Municipality and/or its contractors, if any shall provide the County with proof of compliance with licensure, insurance and any other requirements mandated by the County Code, state statute or federal law prior to commencement of the On-demand service.

- 2.7 Purchase of Services/Sole Responsibility. The parties concur that this Agreement is a contract for the provision of On-demand service provided by the Municipality for the benefit of residents of the Municipality and of the County. Municipality employees, agents and contractors providing On-demand services shall be considered to be, at all times, solely employees, agents or contractors of the Municipality under its sole direction and not employees, agents or contractors of the County.
- 2.8 Compliance with ADA. The Municipality's On-demand service shall comply with all applicable requirements of the ADA. The Municipality and the County recognize their joint obligation to provide STS in the area served by the Municipality's On-demand service. In fulfillment of the Municipality's obligation, the Municipality hereby allows the County to provide STS service at no cost to the Municipality. 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 Municipality 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 notified and given the opportunity to bid upon any Requests for Proposals (RFP), Requests for Qualifications (RFQ), or requests for bids issued by the Municipality for provision of services pursuant to this Agreement.
- 2.11 Drug-free Workplace and Testing. In accordance with the County Code, the Municipality shall certify that it will have drug-free workplace program. Further, the Municipality 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 Municipality 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.
- 2.12 Municipality Representative. The Municipality shall designate individual(s) to act as liaison to the County and notify the County thereof. The Municipality shall promptly notify the County of any changes.
- 2.13 County Representative. The County shall designate individual(s) to act as liaison to the Municipality and notify the Municipality thereof. The County shall promptly notify the Municipality of any changes.
- 2.14 Amendments or modifications. Unless provided otherwise elsewhere in this Agreement, amendments and modifications to this Agreement must be in writing and shall require the signatures of the County Mayor or designee and the Mayor of the Municipality, or their designees, subject to authorization by their respective Boards. Notwithstanding the foregoing, amendments to this Agreement regarding service areas, days of week, span of

service hours, and fares, may be approved by the County Mayor or designee and the Municipality Manager or their designees.

### ARTICLE 3

#### ON-DEMAND SERVICE

- 3.1 Provision of On-demand Services. The Municipality shall provide On-demand service as contained in Exhibits 1 and 2 attached herein. Such service plan must be subject to public input and approval by D.T.P.W. prior to implementation. Public notices shall comply with Title VI requirements, per Section 8.3 of this Agreement.

In addition, the Municipality must notify the County under the following circumstances:

- 1) Prior to establishing or raising fares, the Municipality must evaluate if proposed service and fare changes may adversely affect low-income populations;
- 2) If the Municipality decides to site or locate a vehicle storage facility, maintenance facility or operations center which requires land acquisition or the displacement of persons from their residences and businesses for which a National Environmental Policy Act (NEPA) process has not been completed (NOTE: A facility does not include bus shelters, transit stations or power substations);
- 3) Prior to the submission of the Municipality's Title VI Plan, if applicable, the Public Participation Plan must be reviewed and approved by the County's Office of Civil Rights and Labor Relations for the D.T.P.W. The plan must include an outreach plan to engage the Municipality's pre-determine traditionally underserved community; or
- 4) Prior to conducting either an Environmental Assessment (EA) or an Environmental Impact Statement (EIS) for new projects.

- 3.2 Fares. The Municipality shall operate the On-demand service charging a fare in accordance with public transit fares established by the Municipality's legislative board, as may be modified from time to time. Initially no fare shall be collected until such a time as the Municipality's legislative board adopts an alternative fare structure.

If an alternative fare structure is adopted, the Municipality shall accept all DTPW passes, transfers, or identification entitling a passenger to ride a vehicle without paying any additional fare. Qualified passengers shall pay no fare. DTPW Easy Cards and Tickets, or identification entitling a passenger shall be accepted to enable passengers to ride the On-demand service without paying an additional fare.

- 3.3 Connection and Coordination with County Bus Routes. All Municipality On-demand services shall be designed to feed the public transit service in the most efficient manner possible.

- 3.4 Operation in its Entirety. The Municipality shall be responsible for ensuring that On-demand service is operated in its entirety with no deviation from the approved service area and schedules unless otherwise authorized by the D.T.P.W. All On-Demand trips MUST not exceed 5 miles in length.
- 3.5 On-demand Service Information. The County may provide information on the Municipality's 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 Schedules. The County may make available to its Metrobus, Metrorail and Metromover passengers map of service areas and hours of operation provided by the Municipality to DTPW.
- 3.7 Service Area Modifications. Before any major service change, including the development of new service areas changes greater than 20%, the Municipality shall perform a technical analysis of proposed service area alignments and schedules of operation for the On-demand service. The proposed service shall not begin operation without first obtaining successful review and approval of DTPW Service Planning and Scheduling Division. The Municipality shall follow DTPW's Procedures for Establishing Municipal On-demand Service.
- 3.8 Use of Logo. The Municipality may wish to design a logo uniquely identifying its On-demand service. If they do so, such logo shall at all times be displayed on the exterior of all vehicle's operation pursuant to this Agreement. If requested, the County shall allow the display of the On-demand logo on the County's bus stop signs at all stops common to the Municipality and the County bus routes does not interfere with previously placed signage and is done in coordination with DTPW staff. The Municipality shall be responsible for placing the logo on the pertinent signs. All vehicles funded by the half penny transportation surtax from the Citizens' Independent Transportation Trust shall display the ½ Penny at work logo.
- 3.9 On Demand Stop Signs and Signposts. The Municipality may provide, install and maintain bus stop signs and signposts at stops along the Municipality's On-demand routes. If the Municipality, its contractor, licensee, permittee, or assignee installs sign facilities that can accommodate Metrobus bus stop information, the County may elect to utilize the Municipality's sign facility to display Metrobus bus stop information. If such election is made, D.T.P.W. may provide to the Municipality the materials to be displayed on the bus stop sign facility in the size and format to be specified by the Municipality and the Municipality will remove the County's signs and return the signs to the County. The Municipality shall be responsible for installing the Metrobus stop information in/on the bus stop sign facility.
- 3.10 ADA Stops. The Municipality agrees that it will be the responsibility of the Municipality to comply with all ADA standards and regulations with regards to accessibility.
- 3.11 Bus Stops and Bus Bays or Pull-outs. The Municipality shall, at its sole option, provide, install, and maintain bus stop sites, including bus bays or pull-outs at bus stops along the Municipality's On-demand service area, provided that any proposed bus bays or pull-outs

shall be first reviewed and approved by the County or State, as appropriate. Notwithstanding the forgoing, the Municipality shall be responsible for identifying Municipality owned right-of-way for the layover or parking of vehicles to be used in its On-demand service provided it does not interfere with the County's Transit Service needs.

Should the Municipality decide to operate its On-demand service with vehicles that require the deployment of exterior lifts, the County may require the Municipality to designate and build bus bays in order to minimize impact to vehicular traffic.

- 3.12 Non-Interference and Non-Disturbance. The County and the Municipality 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 County Metrobus or Municipality On-demand in-service vehicles.
- 3.13 Miscellaneous. The Municipality or Municipality's Contractor shall provide adequate customer service training to its employees. Drivers, dispatchers and supervisors shall be subject to a training program inclusive of the recommended practices established by the American Public Transportation Association (APTA) in documents BTS-BO-RP-001-07 and BTS-BO-RP 0002-07.

## ARTICLE 4

### RECORDS AND REPORTS

- 4.1 Reporting Requirements. The Municipality shall collect or assure the collection of the following information (based on anonymized data):
- Number of completed rides
  - Average journey time
  - Average distance per ride
  - Average utilization (passengers per vehicle hour)
  - Ridership (Average weekday, Saturday and Sunday)
  - Vehicle miles driven
  - Vehicle hours driven
  - No show rate
  - Cancellation rate
  - Average wait time
  - Average percentage of on-time pick up requests
  - Average percentage of requested rides completed
  - Top pick-up and drop-off locations
  - Number of passengers picked-up and dropped off at transit facilities including Metrorail, Miami-Dade Transitway and Park-and Rides.
  - Percentage of bookings shared

Reports shall be submitted to the municipality and the County's Office of Management and Budget – c/o Management Planning and Performance Analysis on a monthly basis. Additionally, the Municipality shall comply with any Federal, State, and C.I.T.T. reporting

requirements applicable to the subject service. Quarterly reports shall include the information listed above in an aggregated format, including trends noticed. Monthly reports shall be submitted to the County no later than the 15<sup>th</sup> day of the following month.

The Municipality shall meet or exceed DTPW's adopted service standards for On-demand transportation services.

- 4.2 Real Time Data. The Municipality agrees to provide to the County the real time On-demand service route information in a format approved by DTPW, or its successor department, such as provided by a Global Positioning System (GPS), and which is compatible with, and may be integrated into, the County's smartphone transit tracker application and common third-party applications.

## ARTICLE 5

### INSURANCE

The parties hereto acknowledge the Municipality is self-insured governmental entity subject to the limitations of Section 768.28, F.S. The Municipality 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 768.28, F.S. The Municipality shall collect and keep on file documentation of insurance of any and all private providers operating in the Municipality's On-demand service. In the event that the Municipality contracts with a private vendor for services, the Municipality shall require contractor to meet the insurance requirements shown in Figure 1, as minimum. The Municipality 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 On-demand service operations.

#### Figure 1 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 Municipality 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:

<input type="checkbox"/> Builders Risk completed value	\$ _____
<input type="checkbox"/> Liquor liability	\$ _____
<input type="checkbox"/> Fire legal liability	\$ _____
<input type="checkbox"/> Protection and indemnity	\$ _____
<input type="checkbox"/> Employee dishonesty bond	\$ _____
<input checked="" type="checkbox"/> 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 Municipality 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 Municipality and/or its officers, employees, agents or instrumentalities, during the term of this Agreement. The Municipality 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 Municipality expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Municipality 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 Municipality, 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 Municipality 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 Municipality, 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 Municipality or its officers, employees, agents or instrumentalities as herein provided. Nothing herein shall be deemed to indemnify the Municipality from any liability or claim arising out of the negligent performance or failure of performance of the Municipality, 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 Municipality contracts for transportation services authorized by this Agreement, the contractor shall, in its contract with the Municipality, be required to indemnify and hold harmless 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 Municipality 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 Municipality, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. The Municipality shall require that the contract between and Municipality 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 Municipality or their officers, employees, agents or instrumentalities as herein provided. Nothing herein shall be deemed to indemnify the County and the Municipality from any liability or claim arising out of the negligent performance of the County and the Municipality, their officers, employees, agents or instrumentalities or any other related third party.

## ARTICLE 7

### FINANCIAL ASSISTANCE

- 7.1 Grant Matching Funds. The Municipality 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. It is the sole responsibility of the Municipality 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 services as required in this agreement.
- 7.2 In the event the County seeks federal or state funds and a condition of receipt of said funds is the provision of operating statistics for the National Transit Database, County may require Municipality to maintain and provide the necessary data. Municipality's Share of supplemental Federal Funding. Beginning with the first year in which the On-demand 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 On-demand service's properly reported operations, the County agrees to pay the Municipality its attributable share of federal formula funds received from U.S. D.O.T. no less than sixty(60) days after funding is received from the federal government, less any direct grants received by the Municipality from the County for the On-demand service, provided that the funds remitted to the Municipality herein shall be used for the expansion, enhancement or maintenance of the On-demand service program.

As used herein, the Municipality'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 On-demand service provided by the Municipality pursuant to this Agreement and as included in the National Transit Database. Said attributable share shall be calculated utilizing the following formula:

Multiply by .5 the Municipality'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.

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

- 7.3 Municipality's Share of Supplemental State Funding. In the event that the On-demand service 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 Municipality its attributable share (one half of the supplemental funding), as defined in paragraph 7.3 above, of new or supplemental state Transportation Block Grant funding received by the County from F.D.O.T. no less than sixty (60) days after funding is received from the State less any direct grants received by the Municipality from the County for the On-demand service. The State funding formula can be found at Section 341.052(6), F.S.
- 7.4 Comparable Agreements. In the event that the County enters into an Interlocal Agreement with any other municipality for On-demand services which are comparable to the services provided herein, County may agree to amend this Agreement, if requested by the Municipality, to provide substantially equivalent favorable terms to the Municipality as those provided in such other County/ Municipality 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 Municipality's legislative board and the execution by the County Mayor or designee and Mayor of the Municipality or designee and shall remain in force for five years thereafter. This Agreement is subject to two five-year

automatic option to renew 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 Municipality as set forth herein shall only be implemented after the County and the Municipality 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 Municipality 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 route and further the Municipality 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.
- 8.4 **Public Engagement.** The Municipality shall guarantee adequate public engagement prior to establishing a new or modifying an existing Municipality On-demand 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 Municipality shall provide to the County proof of public hearing newspaper Ad, and meeting minutes or adopted resolution.
- 8.5 **Discrimination.** The municipality nor vendor or sub-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. Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.
- 8.6 **Americans with Disabilities Act (ADA) Title II of 1990**  
The Municipality, and its Contractors shall not discriminate against any person because of race, sex, religious background, ancestry, national origin or disability in the performance of the Agreement. The Municipality and its contractors agree to comply with all parts of the ADA Title II applicable to the operation of this route. Furthermore, the Municipality, prior to putting into place and operating this route, shall provide the following evidence to the County of compliance with Title II of the ADA, as mandated by the Code of Federal Regulations Title 49 Parts 27.13 and 27.15:
1. The name and contact information of the Municipality's ADA Coordinator.
  2. Evidence of ADA notice posted in an accessible format on the Municipality's website.

3. The ADA notice shall be comprised of the following:
  - a. Notice of nondiscrimination on the basis of disability (see Appendix X for sample).
  - b. ADA grievance procedure.
  - c. An online contact form if applicable.
  - d. Accessible contact information of the designated ADA Coordinator, including phone number and email address.

8.7 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 On-demand service operations are in violation of health and/or safety-related provisions of state statutes or the County Code, in which case termination shall be determined by the County Mayor or 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 was delivered.

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

8.9 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 1<sup>st</sup> Court, Suite 1700  
 Miami, Florida 33136  
 Attention: Director  
 Fax: (786) 469-5406

FOR MUNICIPALITY

Name and Title  
 Municipality of Village of Biscayne Park  
 Address  
 Address  
 Address Ph.

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 five (5) 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:

MUNICIPALITY OF Village of Biscayne Park  
A Municipal Corporation of  
the State of Florida

By: Roseann Prado  
Roseann Prado, Village Clerk

By: Mario Diaz  
Mario Diaz, Village Manager 09/09/2021

By: Edward A. Dion  
Edward A. Dion, Village Attorney

ATTEST:

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

HARVEY RUVIN, CLERK

By: Its Board of County  
Commissioners

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

By: \_\_\_\_\_ Date  
Daniella Levine Cava  
Miami-Dade County Mayor

Approved by County Attorney as  
to form and legal sufficiency \_\_\_\_\_  
Date



## *The Village of Biscayne Park*

600 NE 114<sup>th</sup> St., Biscayne Park, FL 33161  
Telephone: 305-899-8000 Facsimile: 305 891 7241

### **On-Demand Service Plan**

May 12, 2021

#### **1. Route Service Area.**

The Village of Biscayne Park provides free "On-Demand Transit Service" via its Freebee operator to serve residents and visitors within the Village boundaries with additional transit stop to stop service at specific locations outside the Village. The Village's 0.60 square miles is predominantly comprised of residential properties (single family homes and multi-family apartment buildings) with municipal government and park recreational use to a lesser extent. The Village is situated in the northeastern portion of Miami-Dade County with the F.E.C. Railroad bordering the eastern limits of the Village, Biscayne Canal (C-8 Canal) bordering the western limits, N.E. 121st Street bordering the northern limits and N.E. 107th Street bordering the southern limits. Biscayne Park is bounded to the north by the City of North Miami (N.E. 121 St.), to the south by Miami Shores Village (N.E. 107 St.) and to the east and west by unincorporated Miami-Dade County. Refer to Attachment "A" for Village Map.

Also, in efforts to better serve the transportation needs of the public, generate a ridership demand, and help reduce vehicle traffic volume, FREEBEE provides stop to stop service outside Village boundaries for the following locations (refer to Attachment "B" for On-Demand Service Area):

- a) Publix Supermarket at 12855 NE 6<sup>th</sup> Ave.
- b) Presidente Supermarket at 450 NE 125<sup>th</sup> St.
- c) Whole Foods Supermarket at 12150 Biscayne Blvd.
- d) Aldi Supermarket at 1290 NE 108<sup>th</sup> St.
- e) CVS at 600 NE 128<sup>th</sup> St.
- f) CVS at 11890 Biscayne Blvd.
- g) Walgreens at 567 NE 125<sup>th</sup> St.
- h) Walgreens at 12295 Biscayne Blvd. (connecting stop with Bay Harbor Islands transit service)
- i) Miami Country Day School at 601 NE 107<sup>th</sup> St.
- j) Museum of Contemporary Art at 770 NE 125<sup>th</sup> St.
- k) NE 8 Ave. and NE 125 St. (connecting stop no. 27 with North Miami transit Service)
- l) NE 105 St. and Biscayne Blvd. (connecting stop with Village of Miami Shores transit service)

#### **2. Service Span and Response Time**

The Village's "On-Demand" service schedule runs Monday to Friday from 8:00 AM to 11:00 AM and 12:00 PM to 5:00 PM, Saturdays and Sundays from 10:00 AM to 12:00 PM and 1:00 PM to 7:00 PM. FREEBEE takes the necessary steps to provide adequate response times.



### **3. Type and Number of Vehicles**

The Village's On-Demand service operates with one (1) Freebee electric GEM e6 Low Speed Vehicle. Electric vehicles are important for the preservation of the environment (refer to Attachment "C" for sample illustrations of vehicle).

### **4. Amenities and Features of Service**

The Freebee operated vehicle seats 1 driver + 5 passengers and also operates a Freebee Wheelchair accessible vehicle in the vicinity at all times. The passenger may specifically request this vehicle through the Ride Freebee mobile application. Furthermore, the Village is exploring the possibility with FREEBEE in using a newer vehicle that may have added bike racks, that will likely improve mobility. Refer to the following excerpt from Section 6.12 "Ride Requests" from FREEBEE manual "Equipment and Operational Safety Standards for Vehicle Transit Systems" for methodology of ride requests:

"The Freebee technology platform allows drivers to connect via tablet or smartphone. This application connects drivers and riders. The ride requests operate as follows:

- The rider requests a ride through the Ride Freebee mobile application utilizing the application's location detection technology.
- A nearby driver accepts the requests.
- The driver receives route instructions with the requestor's exact location.
- The rider receives an estimated time of arrival from the driver heading to the pickup location.
- The application notifies the rider when the driver is about to arrive. Simultaneously, the application provides information about the driver arriving for the pickup including first name, vehicle information, and license plate number.
- The rider may enter the destination location any time before or during the ride. The rider may request a preferred route to the driver.
- Upon arriving to the destination, a ride notification is sent to both parties that the ride has concluded.
- The rider may offer a tip to the driver.
- Both the rider and driver will receive a notice to rate the experience of one another from one (1) to five (5) stars. This feedback from both the rider and the driver is designed to foster a community of respect and accountability for all parties."

Refer to the following excerpt from Section 6.1 "Americans with Disabilities and Sensitivity Protocols" from FREEBEE manual "Equipment and Operational Safety Standards for Vehicle Transit Systems" when service is provided to customers with disabilities:



## *The Village of Biscayne Park*

600 NE 114<sup>th</sup> St., Biscayne Park, FL 33161  
Telephone: 305-899-8000 Facsimile: 305 891 7241

“When serving customers with disabilities, Freebee staff should abide by the following protocols and/or be aware of the following regulations in relation to the Americans with Disabilities Act:

- Freebee drivers are prohibited from refusing to provide service because of a person's disability.
- Persons with disabilities should be afforded the same opportunity as all other riders to decide where they would like to sit.
- No additional transportation fees may be charged or imposed for disabled individuals.
- The disabled rider cannot be required to have an attendant to accompany him/her.
- It is not discrimination for an individual to refuse to provide service to an individual with disabilities if that individual is engaging in violent, seriously disruptive, illegal conduct, or represents a direct threat to the health or safety of others. However, a driver shall not refuse to provide transportation service to an individual with disabilities solely because the individual's disability results in appearance or involuntary behavior that may offend, annoy, or inconvenience employees of the entity or other persons. Before refusing service to an individual with a disability, employees are encouraged to make reasonable attempts to resolve the issue with the rider, or if appropriate, the caregiver or guardian. Any/all service denials must be documented in the FREEBEE application.
- Lifts and ramps must be examined regularly to ensure they are in good condition. Repairs must be completed as soon as possible.
- Riders with other disabilities or mobility devices such as canes, crutches, walkers, etc. must be accommodated on the same basis as wheelchairs.
- Wheelchair ramps shall be operated by FREEBEE driver and inspected by the Freebee mechanics on a regular basis. The lift operations review log shall be retained. Although Freebee is a private entity, the company retains records in accordance with the State of Florida General Records Schedule GS1-SL for State and Local Government Agencies due to the fact that it services public entities.
- Service animals may accompany people with disabilities in vehicles. Drivers may not require riders to disclose the nature of their medical condition when boarding with a service animal.



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### **5. Existing Regional Transit in the Proposed Service Area**

The Village of Biscayne Park Freebee transit service enhances local connectivity by providing rapid connecting service to all Miami-Dade County Transit (MDT) bus stops on Route No. 16 (see attached northbound and southbound MDT Route no. 16) located

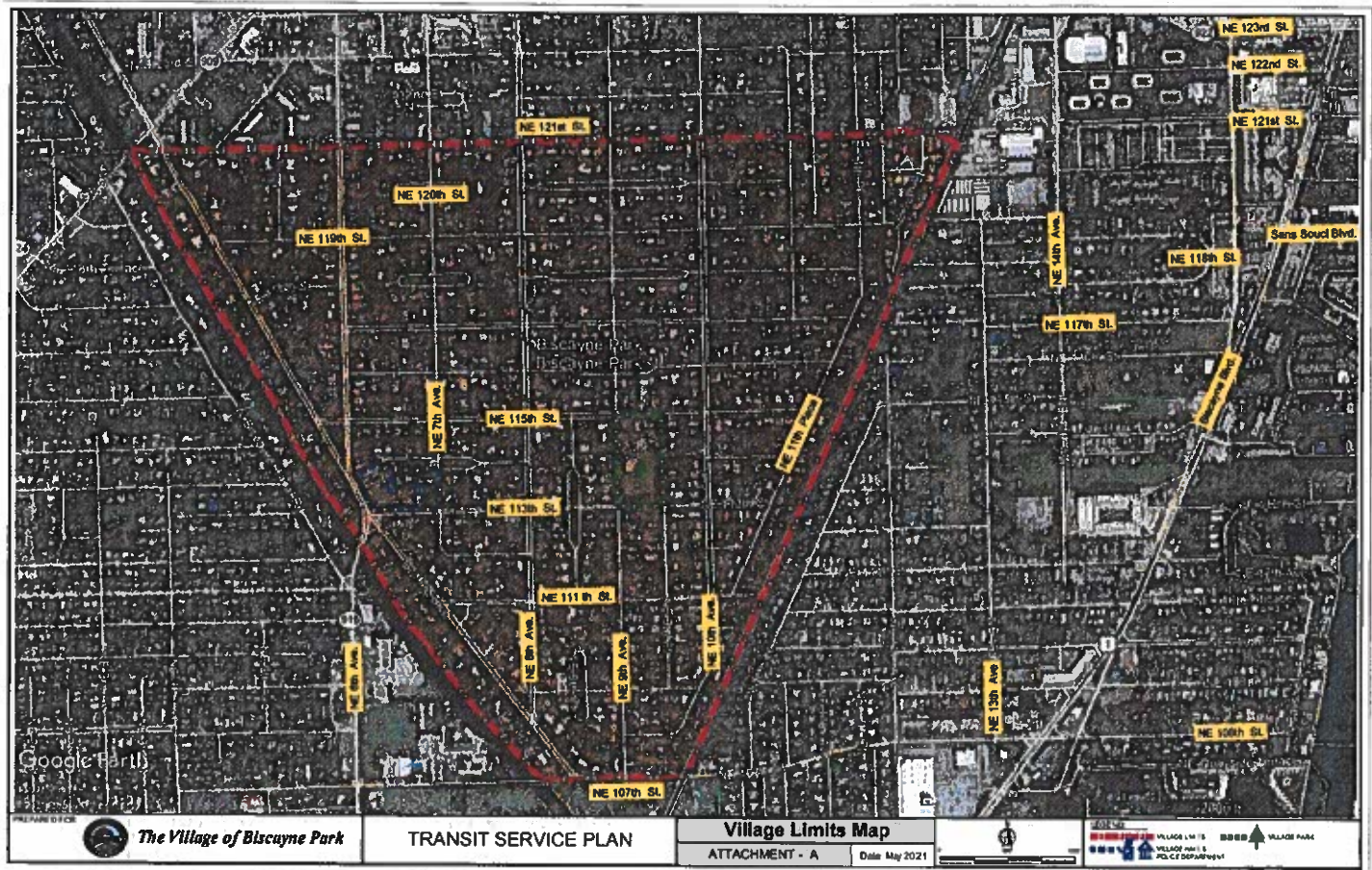
within Village limits along NE 6th Avenue from NE 114 Street to NE 121 Street. With Biscayne Park Freebee connections to Miami Dade County Transit Route No. 16, users will have the ability to access the Miami Dade County NE Bus Terminal (NE 167<sup>th</sup> St. and NE 15 Ave.) to the north and the OMNI Miami Dade County Bus and Metro-mover Terminal to the south.

### **6. Resident's Feedback on the Need for this Service**

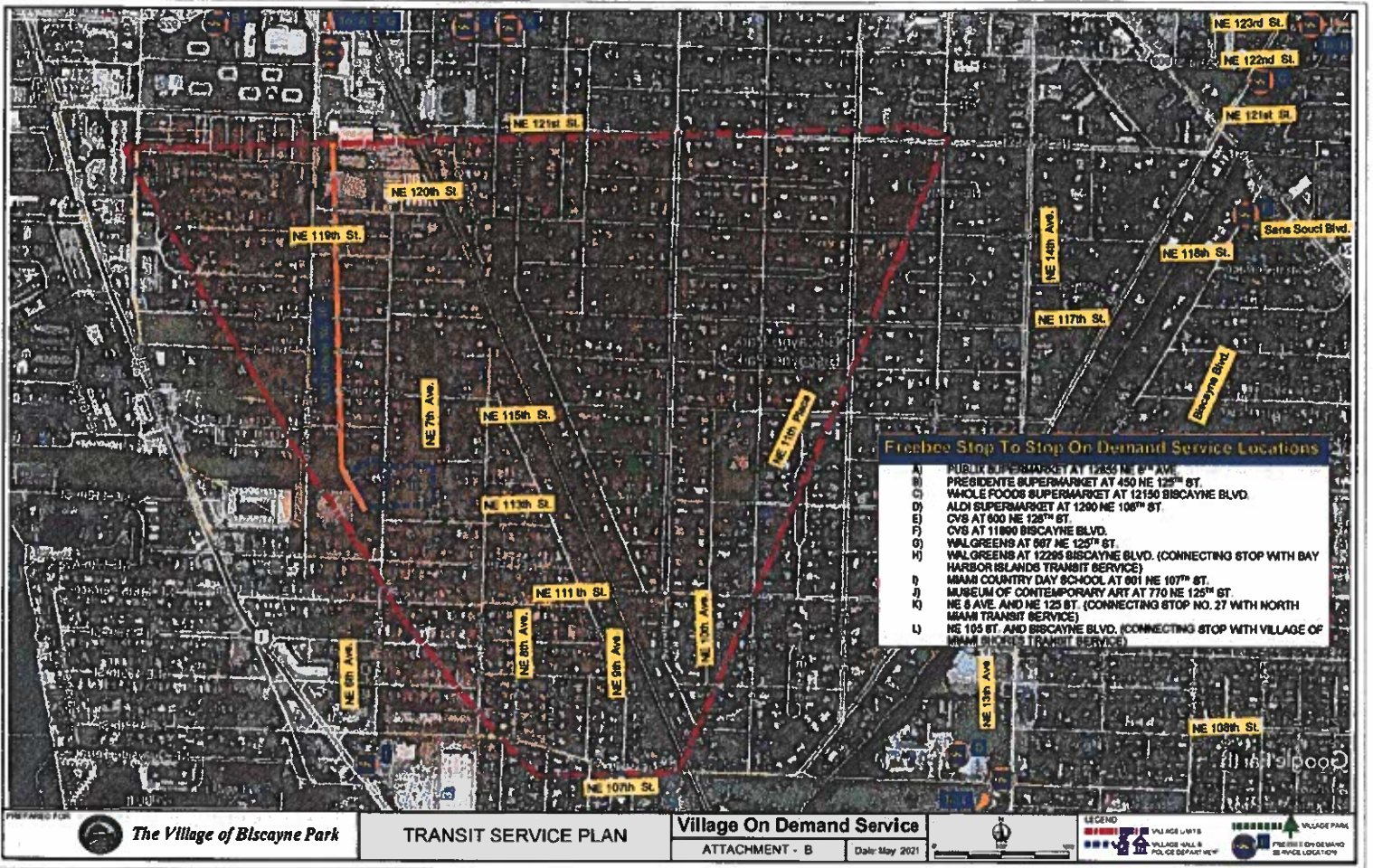
The Village continues to express interest in the FREEBEE transit service with the intent to serve residents and visitors by offering additional modes of transportation that is designed to feed and complement the Miami Dade Transit System. Members of the community had expressed their desire to move forward with the Freebee transit service at a "Meet and Greet" workshop meeting with the community that was held on April, 22, 2021 (see attached flyer).



ATTACHMENT A



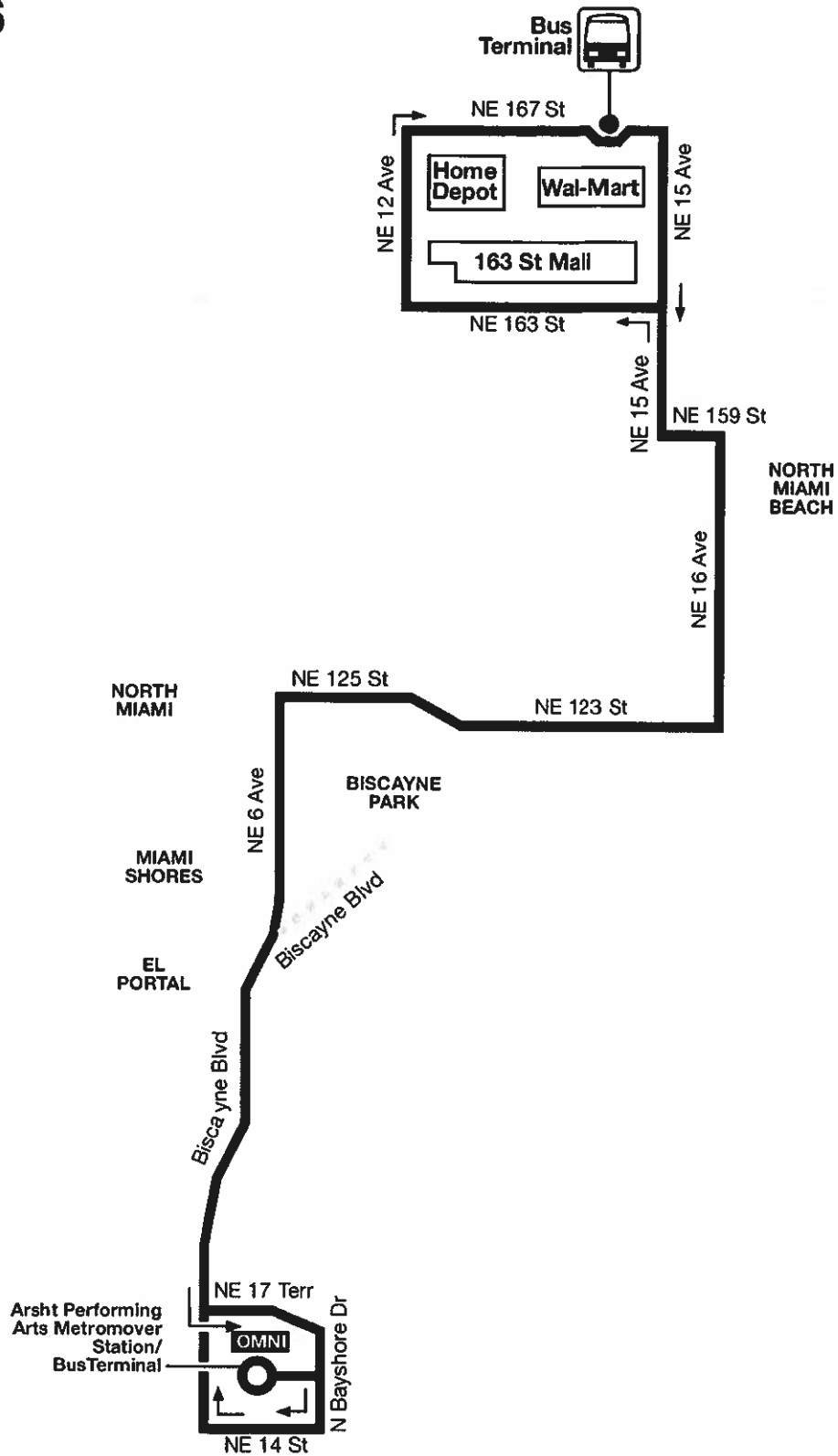
**ATTACHMENT B**



ATTACHMENT C



# Route 16



**NORTH**  
MAP NOT TO SCALE  
12/2009



## *The Village of Biscayne Park*

600 NE 114<sup>th</sup> St., Biscayne Park, FL 33161  
Telephone: 305-899-8000 Facsimile: 305 891 7241

Office of the Village Manager

Letter To Commission  
NO. 015-2021

**To:** Mayor Virginia O'Halpin and Members of the Village Commission  
**From:** Mario Diaz, Village Manager  
**Date:** March 24, 2021  
**Subject:** Freebee Meet and Greet Workshop

The purpose of this Letter to Commission (LTC) is to inform you all that I have invited the on-demand transit service provider Freebee to host a workshop on March 31, 2021, between 5:30 pm and 7 pm at the Ed Burke Recreation Center. This is an in-person meet and greet so that residents can get familiar with the service. There is no formal presentation, just an opportunity to stop by, see what the service is about and ask any question one may have.

As part of the requirement to use CITT funds, the Village must incorporate a transit service component that reduces car dependence within the County. In the past, a trolley system was used on a fixed route. However, within Biscayne Park, a trolley system is not conducive to our community or our residents' needs.

We now have an on-demand option. This means a resident can use an app or call for transportation within a designated area. Freebee is an option used in most cities to fulfill the CITT mandate of transit services.

Attached is a flyer for both English and Spanish. I will be sending this to our residents via email blast, website posting, social media, and flyers posted around the park.

Your assistance in spreading the word would be appreciated.



**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)(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
- 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)(2)  
6-1-22

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE VILLAGE OF BISCAYNE PARK FOR ON-DEMAND TRANSPORTATION SERVICES; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT

**WHEREAS**, the Village of Biscayne Park ("Village") wishes to enhance local mobility through the provision of dynamically routed on-demand transit service; and

**WHEREAS**, the provision of public transportation service in accordance with Chapter 31, Article III, Section 31-113 of the Miami-Dade County Code allows municipalities to operate public transit services only under an Interlocal Agreement with Miami-Dade County ("County"); and

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

**WHEREAS**, the Village has proposed, and is willing to provide, an alternative form of supplemental public transportation throughout the Village, to be funded by its share of 20 percent surtax as provided by Section 29-124 of the County Code; and

**WHEREAS**, as a condition of providing on-demand transportation services as described in the Agreement, the Village is required to enter into an Interlocal Agreement with 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 Village is responsible for the operation and maintenance of the service, including sponsoring the actual net operating annual cost of the service,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board approves the Interlocal Agreement with the Village of Biscayne Park in substantially the form attached hereto as Exhibit “A” of 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 1<sup>st</sup> 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