

# MEMORANDUM

Agenda Item No. 8(N)(2)

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**TO:** Honorable Chairman Anthony Rodriguez  
and Members, Board of County Commissioners


**DATE:** January 21, 2026

**FROM:** Geri Bonzon-Keenan  
County Attorney

**SUBJECT:** Resolution approving an  
interlocal agreement between  
Miami-Dade County and the  
Town of Bay Harbor Islands 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 Micky Steinberg.

  
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Geri Bonzon-Keenan  
County Attorney

GBK/uw

# Memorandum



**Date:** January 21, 2026

**To:** Honorable Chairman Anthony Rodriguez  
and Members, Board of County Commissioners

**From:** Daniella Levine Cava *Daniella Levine Cava*  
Mayor

**Subject:** Interlocal Agreement for Provision of On-Demand Services with the Town  
of Bay Harbor Islands

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## **Executive Summary**

The purpose of this item is to gain approval of the Board of County Commissioners (Board) for the execution of an Interlocal Agreement with the Town of Bay Harbor Islands (Town) for delivery of on-demand transportation services for a five-year term at no cost to Miami-Dade County.

## **Recommendation**

It is recommended that the Board approve an Interlocal Agreement between the County, through the Department of Transportation and Public Works (DTPW), and the Town for the operation of on-demand public transportation services in and around the Town. The Interlocal Agreement shall be deemed effective retroactively to November 1, 2022, and be binding upon the parties as of that date. DTPW is addressing prior delays due to administrative challenges and staffing transitions, which affected the continuity of the process, to strengthen contract administration, improve efficiency, and prevent future delays.

## **Scope**

The Town of Bay Harbor Islands lies within County Commission District 4, which is represented by Commissioner Micky Steinberg. However, the impact of the on-demand services program is countywide in nature as it promotes connectivity to other transit routes.

## **Delegation of 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.

## **Fiscal Impact/Funding Source**

The Interlocal Agreement has an initial term of five years, commencing upon execution, and includes two additional five-year renewal options, subject to mutual agreement by the County Mayor or designee and the Town Manager or designee. There is no fiscal impact to the County as the cost of the program will be fully funded by the Town through its annual allocation of Charter County Transportation Surtax proceeds.

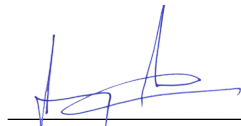
**Track Record/Monitor**

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

**Background**

This is the first on-demand transportation services interlocal agreement between DTPW and the Town. The proposed service area for this on-demand service will serve within and around the Town, enhancing access to essential destinations. More specifically, the service will operate along 123rd Street/Broad Causeway, with stops at commercial areas including LA Fitness, Walgreens, and various restaurants. Riders will also have the option to connect to DTPW's Route 125, which runs through the Town. It will also serve Whole Foods (located at 121st Street and Biscayne Boulevard), before looping back to 123rd Street. In addition, the service will extend eastward to the beaches, including stops at the Bal Harbor Shops and the commercial district in Surfside, up to 94th Street.

The on-demand service will be operated by Freebee using two electric Tesla vehicles, each accommodating up to four passengers. Additionally, on-demand service is provided seven days a week, from 8:00 a.m. to 6:00 p.m.



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Jimmy Morales  
Chief Operating Officer



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Anthony Rodriguez  
and Members, Board of County Commissioners

**DATE:** January 21, 2026

**FROM:**   
Glen 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 \_\_\_\_, majority plus one \_\_\_\_, 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) \_\_\_\_, 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)  
1-21-26

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

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT  
BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF  
BAY HARBOR ISLANDS FOR ON-DEMAND  
TRANSPORTATION SERVICES; AND AUTHORIZING THE  
COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO  
EXECUTE THE AGREEMENT

**WHEREAS**, the Town of Bay Harbor Islands ("TOWN") wishes to enhance local mobility through the provision of dynamically routed on-demand transit service; and

**WHEREAS**, as a condition of providing on-demand transportation services as described in the Agreement, the Town 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**, this Board desires to accomplish the purposes outlined in the accompanying County Mayor's memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board approves an Interlocal Agreement between Miami-Dade County and the Town of Bay Harbor Islands in substantially the form attached hereto and authorizes the County Mayor or County Mayor's designee to execute the Interlocal Agreement and exercise all provisions contained there, including termination and renewal.

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:

Anthony Rodriguez, Chairman	
Kionne L. McGhee, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 21<sup>st</sup> day of January, 2026. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Bruce Libahber



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

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

WITNESSETH:

WHEREAS, residents of Town of Bay Harbor Islands wish to enhance local mobility through the provision of locally operated On-demand public transportation services; 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 On-Demand service will complement the existing Miami-Dade Department of Transportation and Public Works (DTPW) bus routes and help increase the use of these regional 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;

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 On-demand public transportation services as described in this Agreement under contract to the Town.
- 1.3 "On-demand" shall mean flexible routing with dynamic vehicle dispatching and 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. Consumer Services Department, and authorized representatives thereof.
- 1.5 "The Town" shall mean Town of Bay Harbor Islands and authorized representatives thereof.
- 1.6 "FDOT" shall mean the Florida Department of Transportation and authorized representatives thereof.
- 1.7 "DTPW" shall mean the Miami-Dade Department of Transportation and Public Works and authorized representatives thereof.
- 1.8 "US DOT" 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 Division of DTPW.
- 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 in accordance with a schedule of fares adopted by County Ordinance. "On-demand" section 29-124 of the Code of Miami-Dade County provides that municipalities may fund On-demand transportation services as defined in the section 212.055(1) (e), Florida Statutes.
- 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..

- 1.14 "On-demand", shall mean flexible routing with dynamic dispatching.

## ARTICLE 2

### GENERAL REQUIREMENTS

- 2.1 Compliance with Applicable Laws and Regulations. The Town 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 Town 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 Town 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 Town 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 Town and its contractors shall maintain such certificates, registrations and permits current during the Period of this Agreement. In no event shall the Town 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 A.D.A..
- 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 Town 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 Town for the benefit of residents of the Town and of the County. Town employees, agents and contractors providing On-demand services shall be considered to be, at all times, solely employees, agents or contractors of the Town under its sole direction and not employees, agents or contractors of the County.
- 2.8 Compliance with A.D.A.. The Town's On-demand service shall comply with all applicable requirements of the A.D.A.. The Town and the County recognize their joint obligation to provide STS in the area served by the Town's On-demand service. In fulfillment of the Town's 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.
- 2.9 Compliance with Procurement Requirements. The Town 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 Town for provision of services pursuant to this Agreement.
- 2.11 Drug-free Workplace and Testing. In accordance with the County Code, the Town shall certify that it will have a drug-free workplace program. Further, the Town 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 Town 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 US DOT regulation, the requirements of the U.S. D.O.T. shall control.
- 2.12 Town Representative. The Town shall designate individual(s) to act as liaison to the County and notify the County thereof. The Town shall promptly notify the County of any changes.
- 2.13 County Representative. The County shall designate individual(s) to act as liaison to the Town and notify the Town thereof. The County shall promptly notify the Town of any changes.
- 2.14 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 Town, or their designees, subject to authorization by their respective Boards. Notwithstanding the foregoing, amendments to this Agreement regarding alignments, schedules, and fares, as described

in Section 2-150 (c) of the County Code, may be approved by the County Mayor or designee and the Town Manager or their designees.

### ARTICLE 3

#### ON-DEMAND SERVICE

- 3.1 Provision of On-demand Services. The Town 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 DTPW prior to implementation. Public notices shall comply with Title VI requirements, per Section 8.3 of this Agreement.

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

- 1) Prior to raising fares;
- 2) If the Town 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 Town's Title VI Plan, the Public Participation Plan must be reviewed and approved by the County's Office of Civil Rights and Labor Relations for the DTPW. The plan must include an outreach plan to engage the Town'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 Town shall operate the On-demand 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 enacts an Ordinance with an alternative fare structure.

If an alternate fare structure is enacted, the Town 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 Town On-demand services shall be designed to feed the regional transit service in the most efficient manner possible.
- 3.4 Operation of Routes in Their Entirety. The Town shall be responsible for ensuring that On-demand service is operated in its entirety with no deviation from the approved routes and schedules unless otherwise authorized by the County.



- 3.5 On-demand Service Information. The County shall provide information on the Town's On-demand service through DTPW's routine and customary public information dissemination processes, including its transit information telephone service, and transit website.
- 3.6 Issuance of On-demand Schedules. The County shall make available to its Metrobus, Metrorail and Metromover passengers maps and span of services provided by the Town to DTPW.
- 3.7 Route Modifications. Before any major service change, including the development of new On-demand services, service area changes greater than 25% (based on existing service area), or discontinuation of an On-demand service, the Town shall perform a technical analysis of proposed service areas and span of service schedules of the On-demand service. The proposed service shall not begin or discontinue operation without first obtaining successful review and approval of DTPW, Service Planning and Scheduling Division. The Town shall follow DTPW's Procedure for Establishment of App-Based On-demand Transit Service.
- 3.8 Use of Logo. The Town 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 vehicles operation pursuant to this Agreement.
- 3.9 Non-Interference and Non-Disturbance. The County and the Town 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 Town On-demand in-service vehicles.
- 3.10 Miscellaneous. The Town or Town'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 (copies have been previously been provided to the Town).



## ARTICLE 4

### RECORDS AND REPORTS

4.1 Reporting Requirements. The Town 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 County on a quarterly basis. Additionally, the Town shall comply with any Federal and State reporting requirements applicable to the subject service. Quarterly reports shall include the information listed above in an aggregated format, including trends noticed. Quarterly reports shall be submitted to the County no later than the 15<sup>th</sup> day of January, April, July and October.

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

4.2 Real Time Data. The Town agrees to provide to the County the real-time On-demand service route information in General On-Demand Format Specification, also known as GOFS-lite. This format 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 Town is self-insured governmental entity subject to the limitations of Section 768.28, F.S. The Town 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 Town shall collect and keep on file documentation of insurance of any and all private providers operating in the Town's On-demand service. In the event that the Town contracts with a private vendor for services, the Town shall

pg. 7

require contractor to meet the insurance requirements shown in **Figure 1**, as minimum. The Town 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 Town 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	\$ <u>10,000.00</u>

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 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.
- 6.3 In the event the Town contracts for transportation services authorized by this Agreement, the contractor shall, in its contract with the Town, 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 Town 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 Town, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. The Town shall require that the contract between and Town 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 Town or their officers, employees, agents or instrumentalities as herein provided. Nothing herein shall be deemed to indemnify the County and the Town from any liability or claim arising out of the negligent performance of the County and the Town, their officers, employees, agents or instrumentalities or any other related third party.

## ARTICLE 7

### FINANCIAL ASSISTANCE

- 7.1 Grant Matching Funds. 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 County, upon agreement with the Town, may, but shall not be required to, provide all or part of cash or other types of matches required for state and federal grants which may be received by the Town for the On-demand service, or for expansion of the On-demand service, in future years.

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 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 Town to maintain and provide the necessary data. Town'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 Town its attributable share of federal formula funds received from US DOT no less than sixty(60) days after funding is received from the federal government, less any direct grants received by the Town from the County for the On-demand service, provided that the funds remitted to the Town herein shall be used for the expansion, enhancement or maintenance of the On-demand service program.

- 7.3 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 Town, to provide substantially equivalent favorable terms to the Town as those provided in such other County/ Town 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 or designee and Mayor of the Town or designee, and shall remain in force for five years thereafter, ~~renewals may be approved by the County Mayor or County Mayor's designee.~~ This Agreement may be renewed for up to two additional five (5) year renewal periods under the same contract terms and conditions upon mutual agreement by the County Mayor or designee and the Town Manager or designee. *g n.*

8.2 Renegotiation or Modification. Any substantive changes in the level of service to be provided by the Town as set forth herein shall only be implemented after a legally noticed public hearing was held, 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 Town and its Contractors shall not discriminate against any person because of race, color, sex, religious background, ancestry or national origin in the performance of the Agreement. The Town 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.

The Town shall guarantee adequate public engagement prior to establishing a new, modifying, or discontinuing an existing 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 Town shall provide to the County proof of newspaper Ad, and meeting minutes or adopted resolution.

8.35 Americans with Disabilities Act (A.D.A.) Title II of 1990.

The Town, 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 Town and its contractors agree to comply with all parts of the A.D.A. Title II applicable to the operation of this route. Furthermore, the Town, prior to putting into place and operating this route, shall provide the following evidence to the County of compliance with Title 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.

- 8.4 Termination for Cause. This Agreement may be terminated for cause by either party upon no less than thirty (30) days written notice to the other party, except when 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.
- 8.5 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 service for the year.
- 8.6 Notices. All notices and other communications required to be remitted pursuant to this Agreement to either party hereto shall be in writing and shall be delivered by verified facsimile transmission or certified mail, return receipt requested, to the parties at the address indicated below:

FOR MIAMI-DADE COUNTY:

Miami-Dade 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 TOWN OF BAY HARBOR ISLANDS

Town of Bay Harbor Islands  
1030 95<sup>th</sup> Street  
Bay Harbor Islands, Florida 33154  
Phone: Town Hall: (305) 866-6241 Monday - Friday 9am to 5pm

- 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:

TOWN OF BAY HARBOR ISLANDS  
A Municipal Corporation of  
the State of Florida

By: 

By:   
Lindsley Noel, Town Manager      Date 5/2/25  
Town of Bay Harbor Islands

ATTEST:

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

JUAN FERNANDEZ-BARQUIN, CLERK

By Its Board of County  
Commissioners

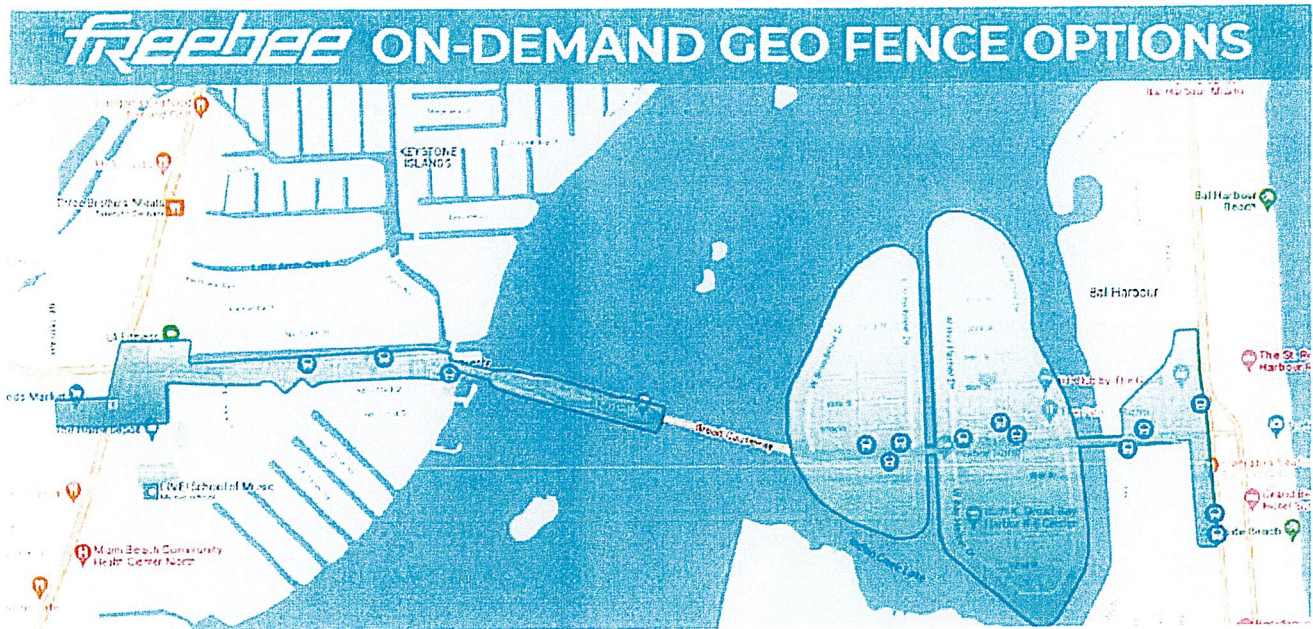
By: \_\_\_\_\_  
DEPUTY CLERK

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

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

Approved by City Attorney  
as to form and legal sufficiency \_\_\_\_\_

## Exhibit 1 (Service Area Map)





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

Service hours shall be held from 8:00 AM to 6:00PM, seven (7) days a week. The On-Demand service would travel up and down 123rd St./ Broad Causeway and stop at the commercial areas (LA fitness, Walgreens, various restaurants etc.) on this route as well as travel to Whole Foods (121 st and Biscayne blvd.) on the Blvd and loop back around to 123rd street. Additionally, toward the area of the beaches, the On-Demand service route would travel to the Bal Harbour shops and to the commercial district in Surfside (up to 94th street). Please see the attached Geo-Fence detailing the route.