

MEMORANDUM

Agenda Item No. 8(N)(3)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: March 7, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving Interlocal Agreement between Miami-Dade County and the Town of Cutler Bay, retroactively starting on May 24, 2022 authorizing the receipt of an estimated \$656,768.00 annually, and expenditure of the operating funds from the Town of Cutler Bay to Miami Dade-County for the operation of the Cutler Bay Local; and authorizing the County Mayor to execute same and exercise all provisions contained therein, including cancellation, and to adjust the span of services, days of operation, and/or frequency of the service for Route 200 service so long as the Town of Cutler Bay is responsible for 100 percent of the net operating costs including overhead and operating expenses

Resolution No. R-173-23

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



Geri Bonzon-Keenan
County Attorney

GBK/jp

MDC001

Memorandum



Date: March 7, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava 
Mayor

Subject: Approving the Execution of the Cutler Bay Local (Route 200) Fixed-Route Service Interlocal Agreement between Miami-Dade County and the Town of Cutler Bay, Increasing Service on the Route, and Authorizing the Receipt of Funds

Executive Summary

The purpose of this item is to gain approval of the Board of County Commissioners (Board) for execution of an Interlocal Agreement with the Town of Cutler Bay for continuation of delivery of the Cutler Bay Local (Route 200) fixed-route transit service within the Town. The existing ILA was approved by County Resolution (R-385-12) and expired on May 23, 2022, and the new ILA will commence retroactively on May 24, 2022, for a five-year term plus two, automatic five-year options to renew at no cost to the County.

The new Interlocal Agreement also authorizes a service increase on Route 200 commencing on or after March 20, 2023. The Town of Cutler Bay shall pay the County 100% of the \$656,768 estimated annual operating cost of service, including overhead expenses, for the existing and increased service on Route 200. The Route 200 service will continue to operate seven days a week with an increase in service from every 60 minutes to every 30 minutes and begin 30 minutes earlier at 8:10 AM, with the last trip departing at 4:40 PM, Monday to Saturday.

Recommendation

It is recommended that the Board approve the execution of an Interlocal Agreement (ILA) by the County Mayor or Mayor's designee in substantially the same form as attached for public transportation services between Miami-Dade County, through the Department of Transportation and Public Works (DTPW), and the Town of Cutler Bay for the operation of public transportation service in and around the Town of Cutler Bay.

Scope

This agreement has a direct impact on Commission District 8, which is represented by Commissioner Danielle Cohen Higgins. However, due to the connection with DTPW transit services, the impact of this service benefits the public, and is, therefore, countywide in nature.

Delegation of Authority

In accordance with Section 2-8.3 of the Miami-Dade County Code related to identifying delegation of Board authority, the Mayor and Mayor's designee is authorized to execute all provisions of the agreement, including any cancellation, and execute any agreements for the public transportation services with the Town of Cutler Bay. The Mayor or Mayor's designee

is further authorized to adjust the span of services, days of operation, and/or frequency of the service for Route 200 service so long as the Town is responsible for 100% of the net operating cost including overhead and operating expenses.

Fiscal Impact/Funding Source

The agreement is effective retroactively, commencing on May 24, 2022, for a five-year term plus two, automatic five-year options to renew. The Town of Cutler Bay shall pay the County 100% of the \$656,768 estimated annual operating cost of service, including overhead expenses, for the existing and increased service on Route 200.

Track Record/Monitor

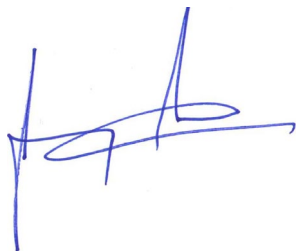
The project manager for this Agreement is Linda Morris, AICP, DTPW Section Chief of Transit Service Planning and Scheduling.

Background

The Town of Cutler Bay desires to continue to have the County provide fixed-route transportation service, which is convenient, reliable, cost effective, and compliant with Americans with Disabilities Act (ADA) rules and regulations. The existing ILA was approved by County Resolution (R-385-12) and expired on May 23, 2022. The new fixed route agreement, included as Exhibit A, shall become effective retroactively as of May 24, 2022, and includes a provision for a service increase on Route 200 beginning on or after March 20, 2023.

The Route 200 service will continue to operate seven days a week with an increase in service from every 60 minutes to every 30 minutes and begin 30 minutes earlier at 8:10 AM with the last trip departing at 4:40 PM Monday to Saturday. The route will serve the Town Hall, Social Security Office, South Dade Regional Library, South Dade Government Center, various senior centers, and improve connectivity to the South Dade TransitWay.

This agreement will allow the Town to continue to provide residents and visitors with public transportation services in accordance with Chapter 31, Article III, Section 31-113 of the Miami-Dade County Code which allows municipalities to operate public transit services only under ILAs with the County.



Jimmy Morales
Chief Operations Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: March 7, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(N)(3)

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)(3)
3-7-23

RESOLUTION NO. R-173-23

RESOLUTION APPROVING INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF CUTLER BAY, RETROACTIVELY STARTING ON MAY 24, 2022 AUTHORIZING THE RECEIPT OF AN ESTIMATED \$656,768.00 ANNUALLY, AND EXPENDITURE OF THE OPERATING FUNDS FROM THE TOWN OF CUTLER BAY TO MIAMI DADE-COUNTY FOR THE OPERATION OF THE CUTLER BAY LOCAL; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE SAME AND EXERCISE ALL PROVISIONS CONTAINED THEREIN, INCLUDING CANCELLATION, AND TO ADJUST THE SPAN OF SERVICES, DAYS OF OPERATION, AND/OR FREQUENCY OF THE SERVICE FOR ROUTE 200 SERVICE SO LONG AS THE TOWN OF CUTLER BAY IS RESPONSIBLE FOR 100 PERCENT OF THE NET OPERATING COSTS INCLUDING OVERHEAD AND OPERATING EXPENSES

WHEREAS, the Town of Cutler Bay (“Cutler Bay” or the “Town”) wishes to enhance local mobility through the provision of additional service on the Cutler Bay Local operated by the County; and

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

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

WHEREAS, the proposed increase to the Cutler Bay Local 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 Town shall pay the County 100 percent of the actual net operating annual cost of the service; and

WHEREAS, the County Mayor or County Mayor's designee is authorized to approve modifications to the level of service consistent with those delegated to the County Mayor in section 2-150 of the County Code; and

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

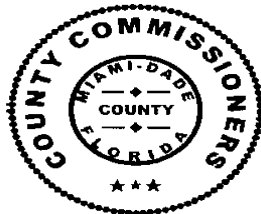
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the Interlocal Agreement and receipt of payments of approximately \$656,768.00 annually in payments to Miami-Dade County for fixed-route transportation services, in substantially the form attached hereto as Exhibit "A" in the County 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 County Mayor's memorandum, and exercise all provisions contained therein, including cancellation, and further authorizes the County Mayor or County Mayor's designee to adjust the span of services, days of operation, and/or frequency of the service for Route 200 service so long as the Town is responsible for 100 percent of the net operating costs including overhead and operating expenses.

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

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	absent
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 7th day of March, 2023. 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



LUIS G. MONTALDO, CLERK AD INTERIM

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. 

Bruce Libhaber

RESOLUTION NO. 22-56

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

WHEREAS, on June 16, 2010, the Town of Cutler Bay (the "Town") entered into an Interlocal Agreement (the "ILA") with Miami-Dade County (the "County") for the provision of transit services to maintain the transit circulator mini-bus service in Cutler Bay known as the Cutler Bay Local (the "Service"); and

WHEREAS, the Service was designed to match the travel needs and mobility solutions of Town residents and visitors by providing an easy way to get around Town and to connect with other Metrobus routes in the area; and

WHEREAS, on July 21, 2021, the Town Council adopted Resolution No. 21-54, approving an extension to the ILA with the County for the Service and authorizing the Town Manager to execute all further documents necessary to maintain the Service in operation; and

WHEREAS, the Town desires to continue using the County to provide all of the necessary operating services related to the daily operation of the Town's Service; and

WHEREAS, the Town has negotiated a new interlocal agreement, attached hereto as Exhibit "A," with the County for the operation of the Service (the "Agreement"), which Agreement incorporates the Federal Transit Administration's reporting requirements; and

WHEREAS, the estimated annual operating cost of the Service under the Agreement for a six (6) day a week limited service totals \$328,984.00 per Service; and

WHEREAS, the Town will be funding the operating costs of the Service through the People's Transportation Plan municipal allocation and a Florida Department of Transportation Grant; and

WHEREAS, the Agreement will allow the Town to continue providing the Service to Town residents and visitors for one (1) five-year term and two (2) automatic (5) five-year options to renew; and

WHEREAS, the Town Council desires to approve the Agreement with the County and authorize the Town Manager to execute the Agreement, in substantially the form attached hereto as Exhibit "A," and all further documents necessary to maintain the Service in operation; and

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

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

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

Section 2. Approval. The Town Council approves the Agreement attached hereto as Exhibit "A."

Section 3. Authorization. That the Town Council hereby authorizes the Town Manager to execute the Agreement, in substantially the form attached hereto as Exhibit "A," with such further revisions or modifications as may be acceptable to the Town Manager and the Town Attorney, and to execute any subsequent amendments or related documents necessary to implement the Agreement, subject to the approval of the Town Attorney as to form, content, and legal sufficiency.

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

PASSED and ADOPTED this 20th day of July, 2022.



TIM MEERBOTT
Mayor

Attest:



MAURICIO MELINU
Town Clerk



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



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

Moved By: Council Member Coriat
Seconded By: Council Member Lord

FINAL VOTE AT ADOPTION:

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

**Interlocal Agreement
between
Miami-Dade County and the Town of Cutler Bay
for the Provision of
Transit Service in Cutler Bay**

This is an Interlocal Agreement, made and entered into the 20th day of July 2022, by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as "the County", and the Town of Cutler Bay, a municipal corporation of the State of Florida, hereinafter referred to as "the Town".

WITNESSETH:

WHEREAS, both the Town and the County wish to have the County to operate a Local route service in Cutler Bay, to be known as "The Cutler Bay Local" and

WHEREAS, the Cutler Bay Local would provide transit service to connect commercial and recreational activity centers with the residential neighborhoods in Cutler Bay, and would provide the advantages of small buses and low-cost fares to provide mobility to the residents of Cutler Bay including those without personal transportation and

WHEREAS, the Cutler Bay Local will provide a Local which maximizes service to the community, while eliminating service duplication and waste of public resources.

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 **"ADA"** shall mean the Americans with Disabilities Act of 1990, as amended.
- 1.2 **"Contractor"** shall mean any entity, public or private, providing public transit services or contributing to the provision of the services described in this Agreement under contract to the County.
- 1.3 **"The County"** shall include Miami-Dade County, the Miami-Dade Transit, the Miami-Dade Consumer Services Department, and authorized representatives thereof.
- 1.4 **"The Town"** shall mean the Town of Cutler Bay and authorized representatives thereof.

- 1.5 **"MDT"** shall mean the Miami-Dade Transit and authorized representatives thereof.
- 1.6 **"U.S. D.O.T."** shall refer to the U.S. Department of Transportation, its rules and regulations, and representatives thereof.
- 1.7 **"Fare"** for shuttle service shall mean the individual transportation fee paid by public transit passengers, in accordance with this Agreement.
- 1.8 **"Line-up(s)"** shall refer to the event(s) when new schedules or service is implemented by MDT in accordance with the CBA, as said term is defined in Subsection 1.9 below.
- 1.9 **"CBA"** shall mean Collective Bargaining Agreement between the Miami-Dade County and the Transport Workers Union Local 291.
- 1.10 **"TWU"** shall mean Transport Workers Union Local 291.
- 1.11 **"Cutler Bay Local"** shall mean the Transit Local Route Service in Cutler Bay.
- 1.12 **"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.
- 1.13 **"SPP"**, Security Program Plan also known as the System Safety Emergency Preparedness Plan (SSEPP) means a document developed and adopted by the bus transit system detailing its policies, objectives, responsibilities, and procedures for the protection and defense of the system and persons from intentional acts of harm.
- 1.14 **"SSPP"**, System Safety Program Plan also known as the Public Transportation Agency Safety Plan (PTASP) means a document developed and adopted by the bus transit system detailing its policies, objectives, responsibilities, and procedures against injuries or damage.

ARTICLE 2

GENERAL REQUIREMENTS

- 2.1 Compliance with Applicable Laws and Regulations. The Town and the County and its contractors, if any, shall comply with all existing and future laws, statutes, ordinances, codes, rules, regulations, CBA and procedural requirements, whether Federal, State, or local, which are applicable to, or in any manner affect, the provision of the Cutler Bay Local service. The County shall be responsible for ensuring compliance of its employees, contractors, agents, or assigns with all applicable County, State, and Federal requirements, including, but not limited to, all safety, mechanical, and vehicular standards mandated by appropriate laws, regulations, ordinances, and documents and complying therewith.

- 2.2 Vehicles. The County may provide a bus or through a separate Interlocal Agreement, the Town may purchase a bus for the provision of the Cutler Bay Local Service. The vehicles 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. The vehicles shall be maintained in conformance with manufacturer's specifications and County standards. Ability to transfer title, in case the Town receives a grant and additional vehicle maintenance
- 2.2.1 Vehicles shall be painted or decaled in distinctive livery, such as the special logos, colors and designs to be determined by the Town. The logo of the Cutler Bay Local service shall be displayed on the vehicles along with the logo or other branding being used by the County. The vehicles in this livery shall be used for the Cutler Bay Local service. In circumstances when the special-liveried buses are not available for service, standard Metrobus minibuses may be used.
- 2.2.2 All vehicles will be equipped with Automatic Passenger Counters (APC). All vehicles will be equipped with on-board surveillance equipment (voice and video) and automated vehicle locator (AVL) systems.
- 2.3 Compliance with Procurement Requirements. The County and the Town agree 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.
- 2.4 Drug-free Workplace and Testing. In accordance with the Code of Miami-Dade County, the County, and its contractors, in any, shall continue to maintain a drug-free workplace program including pre-employment drug testing and other periodic drug testing for all persons holding safety-sensitive positions, as defined by US DOT, related to transit operations. Effective upon execution of the Agreement, the County shall require that its employees and contractors, if applicable, comply with all applicable requirements of the US DOT 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 US DOT shall control.
- 2.5 County Representative. The County will provide service supervision for the Cutler Bay Local service by assigning an area Zone Transit Operation Supervisor (TOS) where the service will be provided; someone who will monitor the Cutler Bay Local route service on the field level as needed. The Director or his/her Designee shall act as a contact person for the Town Representative. Customer service will be provided through the County's 311 system.

- 2.6 Town Representative. The Town shall designate individual(s) to act as liaison to the County's staff and notify the County thereof. The Town shall promptly notify the County of any changes.
- 2.7 Public Coordination. The County and Town Representatives shall present proposed modifications to the alignment, schedule, and fare of the Cutler Bay Local service at any forums requested by the Town. In addition, the County Representative shall provide information on the overall performance and quality of service of the Cutler Bay Local service including ridership data and trends, number of bus breakdowns and substitutions, logged complaints and complaint resolutions, and any other data reasonably requested by the Town. MDT will include this information in an annual report. Public information meetings and workshops will be conducted by both County and Town Representatives on an as-needed basis.
- 2.8 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 and the Town Manager, or their designees, subject to authorization by their respective Board and Council. Notwithstanding the foregoing, amendments to this Agreement regarding alignments, schedules, and fares, as described in Section 2-150 (c) of the Miami-Dade County Code, may be approved by the County Mayor or the Mayor's designee and the Town Manager, subject to authorization by the Town Council.
- 2.9 Applicability of SPP and SSPP. The Transit Service is under the umbrella of the County's adopted SPP also known as the System Safety Emergency Preparedness Plan (SSEPP), as well as County's adopted SSPP also known as the Public Transportation Agency Safety Plan (PTASP). As such, both plans and any future updates or amendments thereof to these plans, shall cover the Town as long as this Interlocal Agreement is in effect.

ARTICLE 3

THE CUTLER BAY LOCAL SERVICE

- 3.1 Provision of the Cutler Bay Local Service. The County shall provide the Cutler Bay Local service within the Cutler Bay area in the Town at the locations and according to route map as contained in **Exhibit A** and schedules contained in **Exhibit B**. Any changes to **Exhibits A or B** shall be consistent with Chapter 31 of the Code of Miami-Dade County and be effective only upon the written consent of the County Mayor or designee and the Town Manager or designee. **Exhibit B** defines the level of service that is required under this Agreement. The County will provide sufficient resources, including, but not limited to, buses and drivers to maintain this level of service.

- 3.2 Fares. The fare for the Cutler Bay Local service shall be set by the Town. Any proposed changes to the regular fare will be presented to the Town and must be approved by the County Mayor or designee and the Town Manager or designee, subject to authorization by the Town Council and County Commission. Qualified passengers shall pay no fare. MDT Easy Cards and Tickets, or identification entitling a passenger shall be accepted to enable passengers to ride the Cutler Bay Local service without paying any additional fare. The Cutler Bay Local service operators shall charge as appropriate and in compliance with County Code and applicable laws, rules and regulations. Operators will accept Easy Cards, Easy Tickets, or cash. Transfers were discontinued in 2009, therefore there is no transfer fare. Any cash fares collected on this route shall be applied as a credit on the invoice sent to the Town.
- 3.3 Connection and Coordination with Regular Metrobus Routes. The Cutler Bay Local service shall enable passengers to connect with other County Metrobus routes at points where the routes intersect, merge, or diverge. The Cutler Bay Local service operating schedules shall be coordinated with County Metrobus service to the extent possible.
- 3.4 The Cutler Bay Local Service Shown on County Bus Schedules and Maps. The County shall include the Cutler Bay Local service on the County's Transit Map. Such inclusion shall commence with the regular publication of the County's Transit Map. The County shall also provide information on the Cutler Bay Local service through MDT's routine and customary public information dissemination processes, including its transit information telephone service and on the transit web site.
- 3.5 Issuance of the Cutler Bay Local Service Schedules. The County shall make available to its Metrobus, Metrorail, and Metromover passengers and potential passengers maps and schedules of the Cutler Bay Local service. Such maps and schedules shall display the logo, "Cutler Bay Local", and County branding.
- 3.6 Use of Logo. The County and the Town shall both approve and design a logo uniquely identifying the Cutler Bay Local. In addition to the Cutler Bay Local service logo and the County logo shall be applied on the vehicles as appropriate. Such logos shall at all times be displayed on the exterior of all vehicles and on the County's bus stop signs at all stops served by the Cutler Bay Local service.
- 3.7 Bus Passenger Shelters and Benches. The Town or its contractor shall install and maintain the bus passenger shelters and/or benches at the Cutler Bay Local bus stops where site conditions allow. Where shelters cannot be installed, the Town or its contractor shall install and maintain bus passenger benches. The County shall provide, install, and maintain bus stop signs and signposts along route of the Cutler Bay Local service. The Town agrees that it will be the responsibility of the Town to comply with all ADA regulations with regards to accessibility to and from bus passenger stops and bus shelters.
- 3.8 Service Quality Standards. The County shall abide by its own Service Standards.

- 3.9 Selection of Drivers. Drivers will pick this route in accordance with the Collective Bargaining Agreement (CBA).
- 3.10 Annual Report. The County shall provide an annual comprehensive performance report to the Town each year. The report may include ridership data and trends, number of bus breakdowns and substitutions, logged complaints and complaint resolutions, and any other data reasonably requested by the Town. The County may provide a report in each year with projected operating costs for the Cutler Bay Local service for the next fiscal year. If needed the County may provide new finalized costs each year for consideration by the Town Council as part of the Town's annual budget preparation process.
- 3.11 Town Council Action. Any Cutler Bay Local service – related items that require consideration and approval by the Town Council shall be submitted in writing by the County to the Town Representative no later than sixty (60) days prior to the specified Council Meeting date. Examples of such items are the proposed annual operating budget, and any County-proposed amendments and modifications to this Agreement.
- 3.12 Route Evaluation. MDT and Town shall analyze the route to determine if it meets MDT Service Standards. MDT shall make the appropriate modifications to ensure the success of the Cutler Bay Local. MDT shall include information on the evaluation and modifications in the annual report in Section 2.7 and 3.10 in this Agreement.
- 3.13 Transit Operation Supervisor and Customer Service Staff. The County will provide TOS Zone Supervisor and Customer Service staff (via 311) as needed to take care of all complaints and concerns sent directly to the County or the Town. The County representative will be available to the Town during regular business hours.
- 3.14 Advertisements. No Advertisements shall be place on any bus 100% funded by the Town. Replacements buses from the County fleet may contain advertisements.
- 3.15 Public Records. Both the Town and County are legally required to follow all applicable State and Federal public record retention laws.
- 3.16 Public Coordination and Program Oversight. The County and Town Representatives shall present proposed modifications to the alignment, schedule, and fare of the Local Route transit service at any forums requested by the Town. In addition, the County representative shall provide information on the overall performance and quality of service of the Local Route transit service including ridership data and trends for quarterly reporting to the Citizen's Independent Transportation Trust (CITT), number of vehicle breakdowns and substitutions, vehicle maintenance records, logged complaints and complaint resolutions, and any other data reasonably requested by the Town. MDT will include this information in annual reports. Public information meetings and workshops will be conducted by both County and Town Representatives on an as-needed basis.

ARTICLE 4

INSURANCE

- 4.1 The parties hereto acknowledge that both the County and the Town are self-insured governmental entities subject to the limitations of Section 768.28, Florida Statutes. The County and the Town shall 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, Florida Statutes. The County and the Town shall collect and keep on file documentation of insurance of any and all contractors contracted to provide and service, or product used in conjunction with the operation of the Cutler Bay Local service in any way. The County shall further require all contractors to include the Town as a named insured and shall provide the Town with a copy of the insurance policy purchased by any contractor prior to the commencement of the Cutler Bay Local service.

ARTICLE 5

INDEMNIFICATION

- 5.1 In the event the County contracts for transportation services authorized by this Agreement, the contractor shall, in its contract with the County, be required to indemnify and hold harmless the County and the Town, and their officers, agents, employees and instrumentalities from any and all liability, claims, liabilities, losses, and causes of action, including attorneys' fees and costs of defense which the County and the Town, and/or their respective 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 the Town, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. The County shall require that the contract between and the County 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 and/or their respective 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, and/or their respective officers, employees, agents or instrumentalities or any other related third party.

- 5.2 In the event the Town contracts for bus passenger shelters and benches, in conjunction with the provision of service as detailed in this Agreement, the contractor shall, in its contract with the Town, be required to indemnify and hold harmless the County and the Town, and/or their respective officers, agents, employees and instrumentalities from any and all liability, claims, liabilities, losses, and causes of action, including attorneys' fees and costs of defense which the County and the Town, and/or their respective 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 the 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 the County and the 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 and/or their respective 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, and/or their respective officers, employees, agents or instrumentalities or any other related third party.
- 5.3 The County does hereby agree to indemnify and hold harmless the Town to the extent and within the limitations of Section 768.28 Fla. Stat., from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the County.

The Town does hereby agree to indemnify and hold harmless the County to the extent and within the limitations of Section 768.28 Fla. Stat., from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the Town. The article shall survive termination of this Agreement. This Article shall survive termination of this Agreement.

[SPACE LEFT INTENTIONALLY BLANK]

ARTICLE 6

FINANCIAL ASSISTANCE

- 6.1 Funding. The Town shall pay to the County one hundred percent (100%) of the actual net operating cost including overhead for the Cutler Bay Local service and a proposed new Cutler Bay Express Route for "peak hour service" can be added provided the Town shall pay to the County one hundred percent (100%) of the actual net operating cost including overhead for this new route. The Cost for the new express is \$328,384 for one additional bus, operating annual revenue Hours is 2,369. If the hours of operation are adjusted, the cost will be prorated and parties may mutually agree to contract for additional service or for changes in the level of service, it is expressly understood the Town will pay 100% of the actual net operating cost

The approximate total net operating cost including overhead for the existing Cutler Bay Local service is \$328,384 for the first year of service except for increases to operating costs that are not due to service changes. The payment shall be made on a quarterly basis, within thirty (30) days of the Town receiving an appropriate invoice from the County. The amount of the payment shall be one fourth (1/4th) of the agreed annual Town share, unless otherwise agreed upon by the parties and parties may mutually agree to contract for additional service or for changes in the level of service, it is expressly understood the Town will pay 100% of the actual net operating cost.

In subsequent fiscal years, the Town will continue to pay the County 100% of the actual net operating costs including overhead. The County shall notify the Town of any increases in operating costs a minimum of six (6) months in advance.

It is the sole responsibility of the Town to determine the source of and dollar amount per source of funds to comprise the total contribution to the County for the provision of the Cutler Bay Local service as required in this Agreement.

- 6.2 Operating Expenditure Reports. The County shall prepare and provide to the Town Representative reports of operating expenditures incurred by the Cutler Bay Local service as needed.

ARTICLE 7

TERMS, MODIFICATIONS AND MISCELLANEOUS PROVISIONS

- 7.1 Term of Agreement. This Agreement shall become effective upon approval of the Board of County Commissioners and the Town Council of the Town and the execution by the County and Town Manager and shall remain in force for one (1) five-year term and two (2) automatic (5) five-year options to renew.

- 7.2 Continuation of Service. By specific Agreement of the parties, the Cutler Bay Local service shall continue service. The County shall operate the Cutler Bay Local service with existing Metrobuses. The County will utilize the buses from the fleet. If a replacement or additional Circulator Bus is purchased for the Town, it must be an alternative fuel bus (electric or CNG).
- 7.3 Renegotiation or Modification. Any substantive changes in the level of service to be provided by the County as set forth herein shall only be implemented after the County and the Town have entered into a written Agreement describing the changed services.
- 7.4 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.
- 7.5 Termination for Cause. This Agreement may be terminated for cause by either party. Prior to exercising the option to terminate for cause, the notifying party shall give the defaulting party written notice of its violation of the term(s) of the Agreement and shall grant the defaulting party thirty (30) days to cure such default. If such default remains uncured after thirty (30) days, the notifying party may terminate the Agreement upon no less than one hundred twenty (120) days written notice to the defaulting party. If the termination notification is from the Town, the notice shall be sufficiently in advance for MDT to implement a line-up without the service.
- 7.5.1 If the County fails to deliver the services and meet the objectives delineated in this Agreement, and the Town terminates the Agreement for Cause, the County will allow the Town to operate the Cutler Bay Local service, as defined herein.
- 7.6 Termination for Convenience. Notwithstanding Subsection 7.5 above, the County or the Town may terminate this Agreement for convenience upon no less than one hundred twenty (120) days written notice to the other party. If the Town terminates this Agreement for convenience, the Town agrees to reimburse the County on a prorated basis for financial assistance it is obliged to pay for the Cutler Bay Local service which the County will continue to operate until the next line-up can be implemented without the service.
- 7.6.1 If the Town terminates this Agreement for convenience, the County will allow the Town to operate the Cutler Bay Local service, as defined herein.

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

FOR MIAMI-DADE COUNTY:

Miami-Dade Transit
701 N.W. 1st Court, Suite 1700
Miami, FL 33136
Attention: Eulois Cleckley, Director

FOR THE TOWN OF CUTLER BAY:

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

With copy to:
Weiss Serota Helfman Cole + Bierman, P.L.
2800 Ponce De Leon Blvd, Suite # 1200
Coral Gables, FL 33134
Attention: Chad Friedman, Esq., Town Attorney

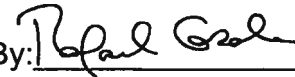
- 7.8 Complete and Binding Agreement. This writing embodies the full and complete Agreement of the parties. No other terms, conditions or modifications shall be binding upon the parties unless in writing and signed by the parties.
- 7.9 Execution. This document shall be executed in four (4) counterparts, each of which shall be deemed an original.
- 7.10 Governing Law and Exclusive Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in State court, and the U.S. District Court, Southern District of Florida, if in Federal court. By entering into this Agreement, the County and the Town expressly waive any rights either party may to a trial by Jury of any civil litigation related to or arising out of this Agreement.

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

ATTEST:

TOWN OF CUTLER BAY
a Municipal Corporation of
The State of Florida

By:  07/20/2022
Mauricio Melinu Date
Town Clerk

By:  07/20/22
Rafael G. Casals Date
Town Manager

Adopted via Town Resolution No. 22 - 56

ATTEST:

MIAMI-DADE COUNTY
a political subdivision of
The State of Florida.

By: _____
HARVEY RUVIN, CLERK

By: _____
Board of County
Commissioners

By: _____
DEPUTY CLERK

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

Approved by County Attorney as
to form and legal sufficiency _____

EXHIBITS

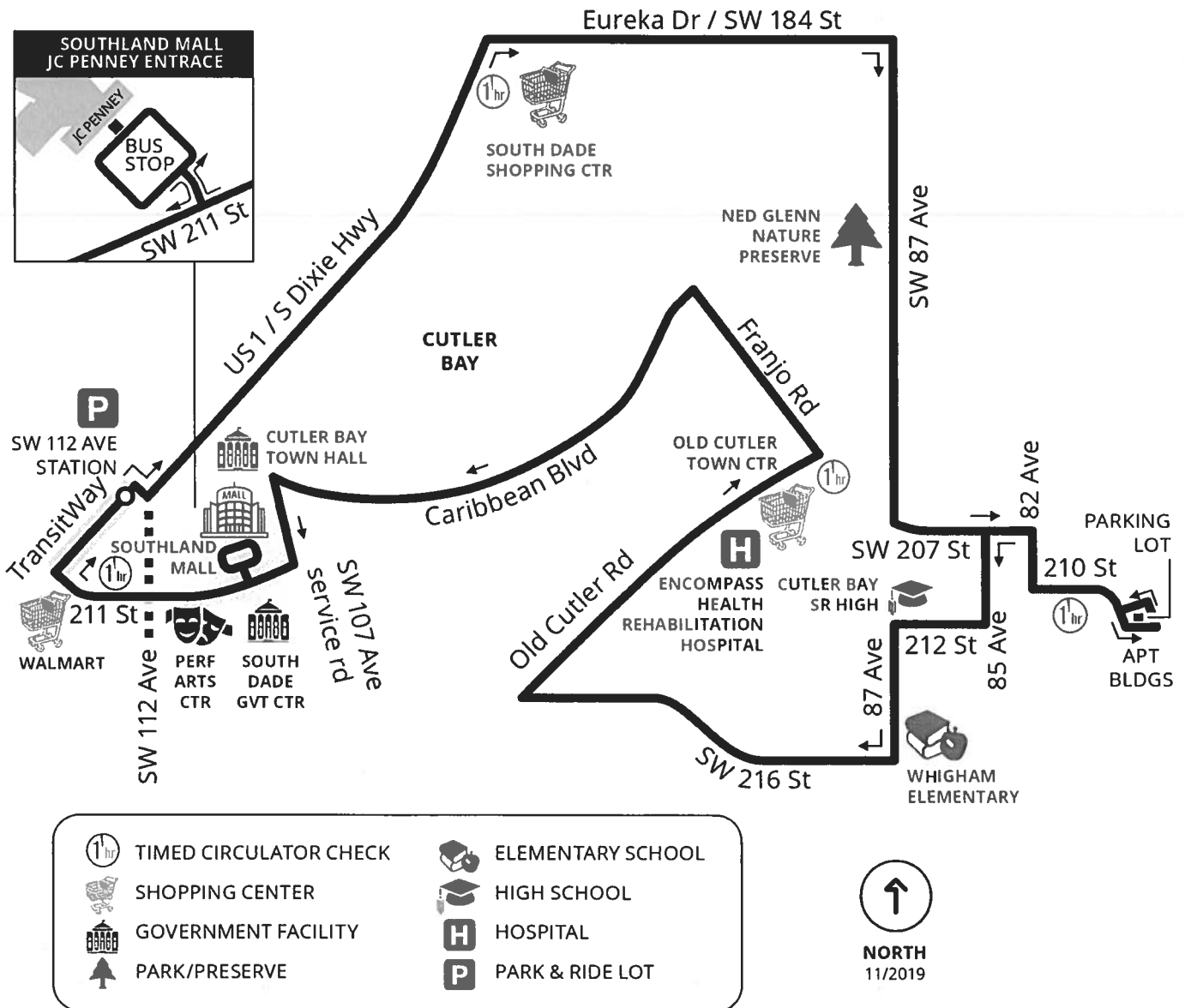
Exhibit “A” Map of the Cutler Bay Local Route

Exhibit “B” Schedule of the Cutler Bay Local Service



Cutler Bay LOCAL

200 ON GPS APPS



@GoMiamiDade



GO Miami-Dade Transit



03.2021

miamidade.gov/transit



311 or 305.468.5900 TTY/Fla Relay: 711



MDC024

WEEKDAYS & SATURDAYS / DIAS LABORABLES Y SÁBADOS / JOU LASEMEN AK SAMDI

CIRCULATOR / CIRCULATORIO		MORNING / MAÑANA				AM	PM	AFTERNOON / TARDE			
	Old Cutler & Franjo Rd	8:40	9:40	10:40	11:40	12:40	1:40	2:40	3:40	4:40	
	SW 211 St & 112 Ave	8:53	9:53	10:53	11:53	12:53	1:53	2:53	3:53	4:53	
	Eureka Dr & US-1	9:07	10:07	11:07	12:07	1:07	2:07	3:07	4:07	5:07	
	SW 210 St & 82 Ave	9:20	10:20	11:20	12:20	1:20	2:20	3:20	4:20	5:20	
	Cutler Bay Sr High	9:26	10:26	11:26	12:26	1:26	2:26	3:26	4:26	5:26	
	Old Cutler & Franjo Rd	9:33	10:33	11:33	12:33	1:33	2:33	3:33	4:33	5:33	

SUNDAYS / DOMINGOS / DIMANCH

	Old Cutler & Franjo Rd	10:40	11:40	12:40	1:40	2:40	3:40	
	SW 211 St & 112 Ave	10:53	11:53	12:53	1:53	2:53	3:53	
	Eureka Dr & US-1	11:07	12:07	1:07	2:07	3:07	4:07	
	SW 210 St & 82 Ave	11:20	12:20	1:20	2:20	3:20	4:20	
	Cutler Bay Sr High	11:26	12:26	1:26	2:26	3:26	4:26	
	Old Cutler & Franjo Rd	11:33	12:33	1:33	2:33	3:33	4:33	

Scheduled times are approximate. Actual arrival and departure times may vary depending on traffic and road conditions.

Las horas publicadas son aproximadas, pues dependen del tráfico y otras condiciones de las vías.

Ore yo apwoksimatif. Vre le bis yo ap rive oswa deplase ka varye selon kondisyon sikilasyon sou wout yo.



Cutler Bay LOCAL
200 ON GPS APPS



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miamidade.gov/transit 311 or 305.468.5900 TTY/Fla Relay: 711

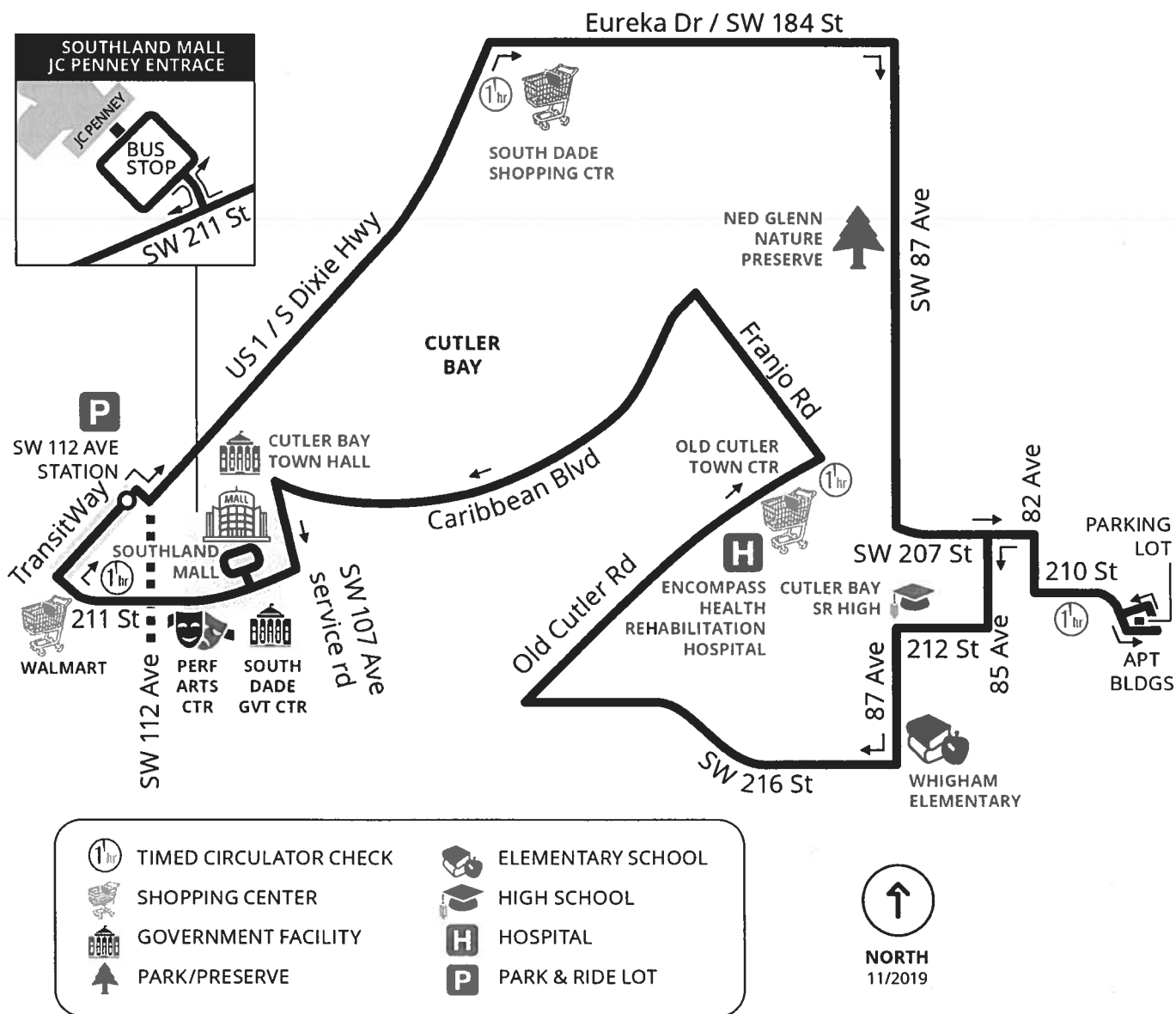


MDC025



Cutler Bay LOCAL

200 ON GPS APPS



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03.2021

miamidade.gov/transit 311 or 305.468.5900 TTY/Fla Relay: 711

MDC026

WEEKDAYS & SATURDAYS / DIAS LABORABLES Y SÁBADOS / JOU LASEMEN AK SAMDI

CIRCULATOR / CIRCULATORIO		MORNING / MAÑANA				AM	PM	AFTERNOON / TARDE			
1hr	Old Cutler & Franjo Rd	8:40	9:40	10:40	11:40	12:40	1:40	2:40	3:40	4:40	
1hr	SW 211 St & 112 Ave	8:53	9:53	10:53	11:53	12:53	1:53	2:53	3:53	4:53	
1hr	Eureka Dr & US-1	9:07	10:07	11:07	12:07	1:07	2:07	3:07	4:07	5:07	
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1hr	Old Cutler & Franjo Rd	9:33	10:33	11:33	12:33	1:33	2:33	3:33	4:33	5:33	

SUNDAYS / DOMINGOS / DIMANCH

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Scheduled times are approximate. Actual arrival and departure times may vary depending on traffic and road conditions.

Las horas publicadas son aproximadas, pues dependen del tráfico y otras condiciones de las vías.

Ore yo apwoksimatif. Vre le bis yo ap rive oswa deplase ka varye selon kondisyon sikilasyon sou wout yo.



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MDC027

FROM PAGE 19A

ESPINO

the crowded board room. After thanking DeSantis, Lt. Gov. Jeanette Nuñez and Florida Education Commissioner Manny Diaz, Espino thanked God and said he "takes up this position on the school board with the same purpose of clarity and same care as I dedicate to being a parent."

Espino, the father to four sons, argued that parents are "our children's first and life-long educators."

His swift appointment to board member leaves the public with little information about how he will serve and what issues he will prioritize. But his brief remarks on Tuesday, a 2012 unsuccessful School Board run and campaign finance records offer a glimpse into his priorities.

Here, then, are five things to know — for now — about Espino.

Espino donated to DeSantis and two political action committees this year, according to Florida campaign contribution records.

He donated \$250 to

DeSantis' reelection campaign, \$500 to the Next Generation Leaders PAC, an active PAC whose chairperson is Christi Fraga, whom Espino replaced on the board after she resigned Monday due to running in the Dec. 13 mayoral runoff election in Doral. He also gave another \$500 to the Protecting Freedom of Speech PAC, which is listed as closed and whose chairperson is Lauren Pardo, who works for the Miami-Dade County Commission.

In April, Espino hosted DeSantis at Beat Culture, a Miami-based brewery he co-owns with his brother. He praised the governor for "keeping our business open" during the pandemic and thanked him for "being a fighter up there in Tallahassee, fighting for Florida's families [...]" because it's time to stop pandering to special interests at [the] risk of our children.

After his brief remarks, he introduced DeSantis as "the governor Florida needed, that Florida wanted and that other states wished they had."

Like Roberto Alonso and Monica Colucci, the two board newcomers whom DeSantis endorsed in the Aug. 23 primary



Daniel Espino is sworn in as a new Miami-Dade School Board member on Nov. 22.

election, Espino supports more parental involvement in schools. On Tuesday, he said, there's "never been a more critical time for parents to play a central role in education and I'm proud to contribute my voice to that."

Parental rights has been a key talking point for DeSantis and other conservatives in the state. "The recent election cycle has raised the debate about education," he said Tuesday. "Parents are activated. Let's use that engagement to fuel our resolve."

During his speech Tues-

day, he said schools "need to focus on fundamentals," striking a similar tone to others who believe only the core subjects, such as reading, math and civics, should be taught in schools. He said society is "keen to influence, to expose our children to more and more adult pressures, shrinking their childhoods."

(Last week, during an unofficial swearing-in ceremony, Colucci evoked a similar message, saying she would "never settle for being politically correct, but rather morally correct. When it comes to

kids, I pledge to protect their minds, hearts and spirits and in turn, protect their innocence.")

Following his swearing-in, Espino told reporters that certain topics or conversations surrounding sexuality should be left out of the classroom. He declined to comment on the board's July decision to adopt a comprehensive sexual health textbook after first banning the book.

In 2012, when he unsuccessfully ran for a school board seat, he received campaign donations from United Teachers of Dade's political action committee, according to Espino's financial reports from the District 5 race in that election. He was defeated by Susie Castillo, who won more than 60% of the vote at the time.

After his appointment Monday, Karla Hernandez-Mats, the union's president who recently ran for lieutenant governor as Charlie Crist's running mate and lost to DeSantis and Nuñez, congratulated Espino on his appointment.

In a statement, she said, "As a fellow Miami Springs resident, where Mr. Espino served as a

councilman, I know that he appreciates the responsibility of public service for a common good."

Espino was elected to the Miami Springs Council in 2009 and resigned in 2012 to run for the School Board seat.

Hernandez-Mats joined the union's leadership team in 2013 and three years later became president.

LEGAL CAREER

During his legal career, Espino has been recognized by a slew of local and statewide organizations.

In 2022, the South Florida Hispanic Chamber of Commerce recognized him with the Legal Award, and in 2018, the Hispanic Chamber of Commerce named him the Sunshine Lawyer of the Year.

According to The Florida Bar, Espino's legal areas of expertise include business, corporate, government administration and regulation, government and public policy, government contracts, real estate/land development and zoning, planning and land use issues.

Summer Ruggal: @sumrugal

FROM PAGE 19A

RUNOFF

weren't clear."

One of the failed ballot questions would have allowed Miami Dolphins owner and billionaire developer Stephen Ross to build a larger hotel tower and condo at the former Deauville site by providing the developer increased floor-area ratio for its design. Another series of questions asked voters to approve 99-year land leases to let developers build office space near Lincoln Road on multiple properties.

Cohen, a disability-rights advocate who received 31% of votes in the five-person primary, said the results suggest residents "were just overwhelmed with the thought of too much happening too quickly."

Despite her support for the referendum, Cohen said she would seek a "happy medium" if she's elected and consider backing away from certain development projects that residents aren't ready to embrace.

"I think we just need a better balance," she said. "I want to see more unity and harmony with these big decisions."

The two candidates

moved to a runoff because

neither received more

than 50% of votes. The

winner will serve until

November 2025, when

Samuelian's term would

have ended. Samuelian

died in June of an illness

at 58 years old.

While Dominguez points

to the ballot questions, Cohen's campaign is emphasizing differences with Dominguez on the issue of moving last call for alcohol sales on Ocean Drive from 5 a.m. to 2 a.m. — a hot-button topic in Miami Beach for years and one the City Commission is expected to take up soon after the Dec. 6 election.

Cohen says she supports a 2 a.m. last call on Ocean Drive, something Mayor Dan Gelber — who is endorsing Cohen — and other officials have sought to change the area's reputation as a late-night party destination.

Dominguez has said she supports a 2 a.m. alcohol cutoff in residential neighborhoods, but doesn't support the same "blanket" change in other parts of the city.

She declined to say specifically how she would handle last call on Ocean Drive and other nightlife hot spots, saying she would first need to consult the city attorney on the legalities. But she noted there are many "good operators" in the city that have been in business for decades.

"I'm very sensitive to not hurting our businesses," Dominguez said.

Last year, a Miami-Dade Circuit Court judge struck down the city's attempt to impose a 2 a.m. last call at dozens of clubs in South Beach, saying the city's vote to approve it wasn't properly executed.

"I think residents have a

right to have their vote vindicated," Gelber told the Miami Herald last week, referring to the November 2021 referendum. "It's unfortunate that Laura and Sabrina disagree on this issue."

Dominguez's campaign held an event at Mango's last weekend, fueling speculation that the venue's influential owners may be supporting her.

Dominguez said her campaign paid for the event, and Joshua Wallack, the chief operating officer of Mango's, said he and his father, David, aren't endorsing in the race.

Entities connected to the venue have donated to both candidates.

"It really doesn't matter who becomes the commissioner here. They have to follow the law," Joshua Wallack said.

Dominguez said the Cohen campaign's focus on last call is an attempt at "deflection" from the fact that Cohen supported high-profile ballot measures that failed.

Dominguez and Cohen have plenty in common, too. Both have emphasized public safety and increased police presence as priorities and say they agree with Gelber's goal of tamping down the city's party atmosphere.

Dominguez is a registered Democrat, while

Cohen is a former Democrat who now has no party

affiliation, a switch she

said she made in part

because of the non-partisan

nature of her disability-rights nonprofit,

the Sabrina Cohen Foundation.

Miami Beach City

Commission seats are

non-partisan.

But the two candidates have fallen on opposing sides of some of Miami Beach's most heated political rivalries. While Cohen has the backing of Gelber and Commissioners Ricky Arriola and David Richardson, Dominguez is endorsed by Rosen Gonzalez — who spearheaded campaigns against the Deauville and Lincoln

Road ballot questions — and Commissioner Alex Fernandez.

Cohen, a Realtor, runs a nonprofit that has partnered with the city and local leaders to improve accessibility in Miami Beach and is looking to build a recreation facility for people with mobility challenges. She suffered a

SEE RUNOFF, 22A

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PUBLIC NOTICE PUBLIC COMMENT REVIEW PERIOD DRAFT PY 2021 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

NOTICE is given that a draft of the PY 2021 Consolidated Annual Performance and Evaluation Report (CAPER) for the City of Miami Gardens has been completed and will be available for the public to review for a period of 15 days. Notice is also given that the City will hold a public hearing to review and discuss the draft CAPER.

The CAPER reports on accomplishments and expenditures for the City's Community Development Block Grant (CDBG) program as required by the U.S. Department of Housing and Urban Development (HUD). In PY 2021, the City was awarded \$1,127,585 for the CDBG program and funded activities such as affordable housing programs, public services and public infrastructure and facility improvements which were intended for low-to-moderate-income persons. PY 2021 ran from October 1, 2021 through September 30, 2022.

PUBLIC COMMENT PERIOD: The draft PY 2021 CAPER will be available to review for a period of 15 days starting from December 1, 2022 to December 15, 2022, and can be downloaded from the City's Community Development Department website at www.miamigardensfl.gov/183/documents/forms.

Public comment regarding the draft PY 2021 CAPER can be submitted in the following ways:

By Mail: City of Miami Gardens
Community Development Department
18055 NW 27 Avenue, Suite 151 Miami Gardens FL 33056
Via E-Mail: hudcomment@miamigardens-fl.gov

PUBLIC HEARING: A public hearing will be held to review and discuss the draft PY 2021 CAPER. The public hearing will be held December 13, 2022 at 2:30PM at City Hall in the Community Room, 18055 NW 27th Avenue, Miami Gardens, FL 33056. The City encourages public participation by attending the hearing.

For further information, please contact the Community Development Department, at 305-622-8041.

In accordance with the Americans with Disabilities Act of 1990 (ADA), persons who are disabled and who need special accommodations to participate, or are non-English speaking should contact Mario Betalite, City Clerk (305) 814-9129, TDD number 1-800-955-8771 (ADA 11-9004).

Cutler Bay
TOWN OF CUTLER BAY
NOTICE OF PUBLIC HEARING

The Town of Cutler Bay (the "Town") will hold a Public Hearing on Wednesday, December 7, 2022 at 6:00 p.m. or as soon thereafter as possible, virtually via ZOOM and in person at the Town Hall Council Chambers, 10720 Caribbean Boulevard, Cutler Bay, Florida. Any person wishing to address the Town Council regarding the proposed changes to the Municipal Circulator Bus Service to provide a 30-minute headway Monday to Saturday on existing route 200, which serves the residents of Cutler Bay, to be implemented on or after March 20, 2023.

The purpose of the Public Hearing is to provide interested parties the opportunity for comments regarding the Town's proposal to improve the Municipal Circulator Bus Service from a 60-minute to a 30-minute headway, Monday to Saturday.

Since 2012, the Town has contracted with Miami-Dade County's Department of Transportation and Public Works to provide Municipal Circulator Bus services for residents as a reliable and inexpensive way to commute within the Town. The Municipal Circulator Bus runs seven (7) days a week (Monday through Sunday) stopping at all existing bus stops, benches, shelters, and the South-Dade Transitway along its route.

For more information regarding the Municipal Circulator Bus Service, please visit <https://www.cutlerbayfl.gov> or call (305) 234-4762.

Funding for the proposed second Municipal Circulator Bus Service is being provided through a Florida Department of Transportation Grant and the Town's People's Transportation Plan Municipal Allocation.

Any and all interested parties may appear at the above meeting and be heard with respect to the proposed plan.

In accordance with the Americans with Disabilities Act of 1990 (ADA), persons needing special accommodations to participate in these proceedings should contact the Town Clerk's Office for assistance at (305) 234-4762, no later than four (4) business days prior to such proceeding.

Mauricio Melru
Town Clerk



**Town of Cutler Bay
Council Meeting Agenda**

Wednesday, December 7, 2022

5:00 PM

Town Hall

10720 Caribbean Blvd

Cutler Bay, FL 33189

Council Chambers

MAYOR AND COUNCIL MEMBERS

Mayor Tim Meerbott

Vice Mayor Michael P. Callahan

Council Member Robert "BJ" Duncan

Council Member Suzy Lord

Council Member Richard M. Ramirez

CHARTER OFFICIALS

Town Manager Rafael G. Casals, ICMA-CM, CFM

Town Clerk Mauricio Melinu

Town Attorney Mitchell Bierman

Town Attorney Chad Friedman

Decorum Policy

No individuals shall make slanderous or unduly repetitive remarks or engage in any other form of behavior that disrupts or impedes the orderly conduct of the meeting, as determined by the Presiding Officer. No clapping, applauding, heckling or verbal outbursts in support or opposition to a speaker or his or her remarks shall be permitted.

Individuals addressing the Town Council must first be recognized by the Presiding Officer and must do so utilizing the designated podium in the Council Chambers. No more than one person may address the Council at a time unless specifically permitted by the Presiding Officer. Comments are to be made to the Town Council and not to the audience. Persons exiting the Council Chambers shall do so quietly. Any individuals determined to have violated the Rules of Decorum, as determined by the Presiding Officer, may be required to leave the Council Chambers.

Notice To All Lobbyists

Any person who receives compensation, remuneration or expenses for conducting lobbying activities is required to register as a Lobbyist with the Town Clerk prior to engaging in lobbying activities before the Town Council pursuant to Sec. 2-236, Town Code and Sec. 7.6, Town Charter.

To Watch or Listen to the Public Meeting Virtually:

The meeting is accessible to the public live via web link:

<https://virtualmeetings.cutlerbay-fl.gov/RTCandZoningWorkshop>

Enter the Meeting ID: 872 0887 9981

You may listen to the meeting via telephone by dialing 786-573-5529. See the instructions below for additional information.

**Public Comments will be accepted in advance of the meeting
and during the live meeting by the following means:**

BY STATING YOUR NAME, ADDRESS, AND AGENDA NUMBER

**EMAIL THE PUBLIC COMMENT TO TownClerk@cutlerbay-fl.gov
PRIOR TO 5 PM TUESDAY, DECEMBER 6, 2022 AND LIMIT IT TO 400 WORDS**

**CALL 786-573-5529 AND LEAVE A MESSAGE, UP TO 3 MINUTES IN LENGTH,
PRIOR TO 5 PM ON TUESDAY, DECEMBER 6, 2022.**

If you wish to register in advance and receive a meeting reminder or to make a Public Comment, please do so prior to 6 PM, Wednesday, December 7, 2022 at
<https://virtualmeetings.cutlerbay-fl.gov/RegisterRTCandZoningWorkshop>

To Participate in Telephone Public Comments During The Live Meeting:

You will automatically be muted and will hear a recorded message advising how many participants are in the meeting and that if you wish to speak, you should press *9 and the host will be alerted. Pressing *9 is known as "raising your hand." Once you press *9, you will be placed in a queue to speak and will be called upon by your name or the last three digits of your telephone number. Please wait to be called upon.

Before delivering your comments, please provide: Your Name, Address, if you are a hired Consultant of Town Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization.

Please be sure to be in a quiet area to avoid unnecessary noise.

A time limit of three minutes may be imposed for each speaker during public comment.

Your cooperation is appreciated in observing the time limit.

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1. CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE, & MOMENT OF SILENCE

2. PUBLIC COMMENTS

Any person who wishes to comment on an agenda item which is not under public hearings may be heard at this time and must sign up in advance. Please limit your comments to three (3) minutes or less, as directed by the Presiding Officer. Comments made by members of the public are important to the Town Council. If appropriate, items may be referred to town staff for review and resolution. Speakers will address the Town Council with respect. Inappropriate language will not be tolerated.

3. TOWN COUNCIL ANNOUNCEMENTS, BOARD & COMMITTEE REPORTS

3.a Swearing In - Richard Ramirez, Council Member Seat 3

4. REPORTS

4.a Town Manager Report

- a. Preview of 2023 Florida Legislative Session (Town Lobbying Team)
- b. Update - Request For Qualifications - Design Services for 16 Acre Legacy Park and Municipal Complex

4.b Town Attorney Report

4.c Town Clerk Report

5. CONSENT AGENDA

Any items shall be removed from the Consent Agenda for discussion or separate vote if requested or "pulled" by a Council Member or the Town Manager.

5.a Certification of 2022 Municipal General Election

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, CERTIFYING AND DECLARING THE OFFICIAL RESULTS OF THE TOWN'S NOVEMBER 8, 2022 GENERAL ELECTION; AND PROVIDING FOR AN EFFECTIVE DATE.

6. QUASI-JUDICIAL HEARINGS (PUBLIC HEARING REQUIRED)

(These hearings are scheduled to begin being heard not later than 7:00 P.M.)

All persons addressing the Town Council shall be sworn-in prior to giving testimony and may be subject to cross examination. All persons addressing the Town Council shall state their name and address for the record.

Each party will be limited to a presentation of 20 minutes. This time limitation may be extended by the chair of the meeting.

7. PUBLIC HEARINGS

7.a Public Hearing - Approving Changes to the Existing Municipal Circulator Bus Service

APPROVE CHANGES TO THE EXISTING MUNICIPAL CIRCULATOR BUS SERVICE TO PROVIDE A 30-MINUTE HEADWAY MONDAY TO SATURDAY ON EXISTING ROUTE 200, WHICH SERVICES THE RESIDENTS OF CUTLER BAY, TO BE IMPLEMENTED ON OR ABOUT MARCH 20, 2023.

8. PUBLIC COMMENTS

Any person who wishes to comment on an agenda item which is not under public hearings may be heard at this time and must sign up in advance. Please limit your comments to three (3) minutes or less, as directed by the Presiding Officer. Comments made by members of the public are important to the Town Council. If appropriate, items may be referred to town staff for review and resolution. Speakers will address the Town Council with respect. Inappropriate language will not be tolerated.

9. ORDINANCES FOR FIRST READING (NO PUBLIC HEARING REQUIRED)

10. ORDINANCES FOR FIRST READING (PUBLIC HEARING REQUIRED)

11. ORDINANCES FOR SECOND READING (PUBLIC HEARING REQUIRED)

12. RESOLUTIONS

13. ADJOURNMENT

Pursuant to Florida Statutes 286.0105, the town hereby advises the public that if a person decides to appeal any decision made by the council with respect to any matter considered at its meeting or hearing, he or she will need a record of the proceedings, and that for such purpose, the affected person may need to ensure that verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the town for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

This meeting is open to the public. In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation or a sign language interpreter to participate in this proceeding should contact the Town Clerk at (305) 234-4262 for assistance no later than four days prior to the meeting. Hearing Assistance Devices are available with the Town Clerk.

Wireless connection GUEST@TOWNOFCUTLERBAY is now available in the Town Council Chambers. Once connected, you will be redirected to the new splash page where you must read the Terms of Service and click "I Accept Connect Me Now." Please make note there is a maximum of two (2) hours before you are automatically disconnected from the Wi-Fi and must reconnect.

We, the Town Council of Cutler Bay, hereby recommit ourselves to maintain civility in our public and political discourse and we hereby pledge our commitment to the following principles:

We will respect the right of all citizens in our community to hold different opinions;
We will avoid rhetoric intended to humiliate or question the wisdom of those whose opinions are different from ours;
We will strive to understand differing perspectives;
We will choose our words carefully;
We will speak truthfully without accusation and we will avoid distortion; and
We will speak out against violence, prejudice and incivility of their forms, whenever and wherever they occur.