

MEMORANDUM

Agenda Item No. 14(A)(1)

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

DATE: July 16, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving an
Interlocal Agreement between
Miami-Dade County and the
Village of Key Biscayne for on-
demand transportation services;
and authorizing the County
Mayor to execute the agreement

Resolution No. R-702-24

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


Geri Bonzon-Keenan
County Attorney

GBK/ks

Memorandum



Date: July 16, 2024

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

From: Daniella Levine Cava 
Mayor

Subject: Interlocal Agreement for Provision of On-Demand Services with the Village of Key Biscayne

Executive Summary

The purpose of this item is to gain approval of the Board of County Commissioners (Board) for execution of an Interlocal Agreement with the Village of Key Biscayne (Village) for delivery of on-demand transportation services for a five-year term at no cost to the County.

This is the first on-demand transportation services interlocal agreement between the Department of Transportation and Public Works (DTPW) and the Village. The agreement facilitates enhancing local mobility options through the provision of on-demand services by the selected operator to locations within and outside the Village. More specifically, the program provides a stop-to-stop on-demand service connecting residents to key destinations, including pharmacies and supermarkets, up to a maximum ride of five miles. Users of the service may connect to DTPW's Route 26 which runs through the Village and also connects to Metrorail. The Village on-demand service hours of operation are Sunday to Thursday, 8 am to 8 pm, Fridays, 8 am to 10 pm; and Saturdays, 8 am to 10 pm.

Recommendation

It is recommended that the Board approve an Interlocal Agreement between Miami-Dade County, through the Department of Transportation and Public Works, and the Village for the operation of on-demand public transportation services in and around the Village. This Agreement shall be effective retroactive to July 21, 2023 and shall be binding since that date.

Scope

The Village lies within County Commission District 7, which is represented by Commissioner Raquel A. Regalado. 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 agreement is for a five-year term, commencing upon execution of the Interlocal Agreement, and subject to two, five-year option to renew terms upon mutual agreement by

Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners
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the County Mayor or designee and the City Manager or designee. There is no fiscal impact to the County under the Interlocal Agreement as the Village shall cover the cost of the program from its annual share of Charter County Transportation Surtax proceeds.

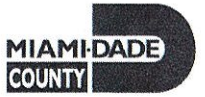
Track Record/Monitor

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



Jimmy Morales
Chief Operating Officer

Memorandum



Date: September 4, 2024
To: Eugene Love, Agenda Coordinator
From: Eulois Cleckley, Director
Department of Transportation and Public Works
Subject: Request to Process Late Departmental Agenda Item

I am requesting that the Interlocal Agreement for Provision of On-Demand Services with the Village of Key Biscayne be added to the July Committee Cycle.

Although this item has not met the noticed deadline and has been provided to the Agenda Coordination Office late, it is imperative that it be heard during the July Committee cycle as the Village has been providing for the operation of on-demand public transportation services in and around the Village since July 21, 2023.

Therefore, please process the item notwithstanding that the 3-day rule may be applicable to it. I am aware that this item is subject to approval for placement on the agenda by the appropriate committee chairperson as well as the BCC Chairman, and review by the Office of the County Attorney.

A handwritten signature in blue ink, appearing to be "Jimmy Morales".

Approved by Mayor or Mayor's Designee

Jimmy Morales, Chief Operating Officer

Print Name

A handwritten signature in blue ink, appearing to be "Nicole Tallman".

Approved by Policy Director or Designee

Nicole Tallman, Legislative Director

Print Name

cc: Geri Bonzon-Keenan, County Attorneys
CAOagenda@miamidade.gov



MEMORANDUM

(Revised)

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

DATE: July 16, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 14(A)(1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(1)
7-16-24

RESOLUTION NO. R-702-24

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

WHEREAS, the Village of Key Biscayne wishes to enhance local mobility through the provision of dynamically routed on-demand transit service; and

WHEREAS, the provision of public transportation service in accordance with chapter 31, article III, section 31-113 of the Miami-Dade County Code allows municipalities to operate public transit services only under an Interlocal Agreement with the County; and

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

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

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

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

WHEREAS, the Village is responsible for the operation, maintenance, and the actual net operating annual cost of the service,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Interlocal Agreement with the Village of Key Biscayne in substantially the form attached hereto as Exhibit “A” of 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.

The foregoing resolution was offered by Commissioner **Eileen Higgins** , 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	absent
Kevin Marino Cabrera	absent	Sen. René García	aye
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 16th day of July, 2024. 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: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

D.P.C

Bruce Libhaber
Dale P. Clarke



Interlocal Agreement Between
Miami-Dade County and the Village of Key Biscayne
For the Provision of On-Demand Services

This Interlocal Agreement made and entered into by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as "the County" and The Village of Key Biscayne, a municipal corporation of the State of Florida, hereinafter referred to as "the Municipality".

WITNESSETH:

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

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

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

WHEREAS, the proposed fixed-route service will complement the existing Miami-Dade Department of Transportation and Public Works (D.T.P.W.) bus routes and help increase the use of these regional services; and

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

NOW THEREFORE,

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

ARTICLE 1

SECTION 1.1 DEFINITIONS

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

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

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

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

"The Municipality" shall mean the Village of Key Biscayne and authorized representatives thereof.

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

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

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

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

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

"Federal Reporting Requirements" shall mean those requirements referenced in 49 CFR Section 5335(a), as may be amended from time to time, and found in the National Transit Database Reporting Manual published by the F.T.A.

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

"S.T.S.", Special Transportation Service, is the component of the conventional transit system designed to provide comparable On-demand service to disabled individuals as mandated in the ADA.

ARTICLE 2

GENERAL REQUIREMENTS

- 2.1 Compliance with Applicable Laws and Regulations. The Municipality and its contractors, if any, shall comply with all existing and future laws, statutes, ordinances, codes, rules, regulations and procedural requirements, whether federal, state, or local, which are applicable to or in any manner affect, the provision of the On-demand service. The Municipality shall be responsible for requiring compliance of its employees, contractors, and agents with all applicable county, state and federal requirements, including, but not limited to, all safety, mechanical, and vehicular standards mandated by DTPW/PTRD. The Municipality shall be responsible for obtaining copies of the appropriate laws, regulations, ordinances, and documents and complying therewith.
- 2.2 The County Regulatory Requirements. Prior to the commencement of the On-demand service under this Agreement, the Municipality and/or its contractors, if any, shall have current and valid certificates of transportation, permits, and chauffeur registrations as required by Chapter 31 of the County Code. The Municipality and its contractors shall maintain such certificates, registrations and permits current during the Period of this Agreement. In no event shall the Municipality or any of its contractors provide any transportation services contemplated by this Agreement until any and all County regulatory requirements are satisfied.
- 2.3 Vehicle Licensing. All vehicles utilized to provide On-demand service shall at all times be properly licensed and permitted in accordance with applicable federal, state and county requirements. Vehicle operators shall comply with all safety, mechanical and vehicular standards mandated by any applicable county, state and federal requirements including, but not limited to, all safety, mechanical and vehicular standards mandated by DTPW/PTRD.
- 2.4 Vehicle Standards. Vehicles shall comply with all of the Requirements contained in Chapter 30 and 31 of the Code of Miami-Dade County, pertinent state statutes and other directives as may be prescribed and required by DTPW/PTRD. All vehicles utilized to provide transportation services authorized by this Agreement shall at all times display a current and valid county permit and shall comply with safety, mechanical and vehicular requirements mandated by applicable county, state or federal requirements, including ADA.
- 2.5 Chauffeur Requirements. Vehicle chauffeurs shall at all times have a current and valid county chauffeur's registration, vehicle chauffeurs shall also comply with any

safety, mechanical and vehicle standards mandated by applicable county, state and federal requirements and as may be prescribed and required by DTPW/PTRD.

- 2.6 Proof of Compliance Prior to Operation. The Municipality and/or its contractors, if any shall provide the County with proof of compliance with licensure, insurance and any other requirements mandated by the County Code, state statute or federal law prior to commencement of the On-demand service.
- 2.7 Purchase of Services/Sole Responsibility. The parties concur that this Agreement is a contract for the provision of On-demand service provided by the Municipality for the benefit of residents of the Municipality and of the County. Municipality employees, agents and contractors providing On-demand services shall be considered to be, at all times, solely employees, agents or contractors of the Municipality under its sole direction and not employees, agents or contractors of the County.
- 2.8 Compliance with ADA. The Municipality's On-demand service shall comply with all applicable requirements of the ADA. The Municipality and the County recognize their joint obligation to provide STS in the area served by the Municipality's On-demand service. In fulfillment of the Municipality's obligation, the Municipality hereby allows the County to provide STS service at no cost to the Municipality. To the extent that any terms in the Agreement are in conflict with ADA, the requirements of the ADA shall control.
- 2.9 Compliance with Procurement Requirements. The Municipality agrees to comply with applicable federal and state procurement requirements, as may be amended from time to time, when entering into contracts with third parties to fulfill the obligations under this Agreement.
- 2.10 County's Right to Submit Proposals and Bids. The County shall be notified and given the opportunity to bid upon any Requests for Proposals (RFP), Requests for Qualifications (RFQ), or requests for bids issued by the Municipality for provision of services pursuant to this Agreement.
- 2.11 Drug-free Workplace and Testing. In accordance with the County Code, the Municipality shall certify that it will have drug-free workplace program. Further, the Municipality shall require pre-employment drug testing and other periodic drug testing for all persons holding safety-sensitive positions, as defined by U.S. D.O.T., related to transit operation. Effective upon execution of the Agreement, the Municipality shall require that its employees or contractor if applicable, comply with all applicable requirements of the U.S. D.O.T. regulations for drug and alcohol testing. To the extent that any terms in this Agreement are inconsistent with the U.S. D.O.T. regulation, the requirements of the U.S. D.O.T. shall control.

- 2.12 Municipality Representative. The Municipality shall designate individual(s) to act as liaison to the County and notify the County thereof. The Municipality shall promptly notify the County of any changes.
- 2.13 County Representative. The County shall designate individual(s) to act as liaison to the Municipality and notify the Municipality thereof. The County shall promptly notify the Municipality of any changes.
- 2.14 Amendments or modifications. Unless provided otherwise elsewhere in this Agreement, amendments and modifications to this Agreement must be in writing and shall require the signatures of the County Mayor or designee and the Mayor of the Municipality, or their designees, subject to authorization by their respective Boards. Notwithstanding the foregoing, amendments to this Agreement regarding service areas, days of week, span of service hours, and fares, may be approved by the County Mayor or designee and the Municipality Manager or their designees.

ARTICLE 3

ON-DEMAND SERVICE

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

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

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

- 4) Prior to conducting either an Environmental Assessment (EA) or an Environmental Impact Statement (EIS) for new projects.
- 3.2 Fares. The Municipality shall operate the On-demand service charging a fare in accordance with public transit fares established by the Municipality's legislative board, as may be modified from time to time. Initially no fare shall be collected until such a time as the Municipality's legislative board adopts an alternative fare structure.

If an alternative fare structure is adopted, the Municipality shall accept all DTPW passes, transfers, or identification entitling a passenger to ride a vehicle without paying any additional fare. Qualified passengers shall pay no fare. DTPW Easy Cards and Tickets, or identification entitling a passenger shall be accepted to enable passengers to ride the On-demand service without paying an additional fare.
 - 3.3 Connection and Coordination with County Bus Routes. All Municipality On-demand services shall be designed to feed the public transit service in the most efficient manner possible.
 - 3.4 Operation in its Entirety. The Municipality shall be responsible for ensuring that On-demand service is operated in its entirety with no deviation from the approved service area and schedules unless otherwise authorized by the D.T.P.W. All On-Demand trips MUST not exceed 5 miles in length.
 - 3.5 On-demand Service Information. The County may provide information on the Municipality's On-demand service through D.T.P.W.'s routine and customary public information dissemination processes, including its transit information telephone service, and transit website.
 - 3.6 Issuance of On-demand Hours of Operation Schedules. The County may make available to its Metrobus, Metrorail and Metromover passengers map of service areas and hours of operation provided by the Municipality to DTPW.
 - 3.7 Service Area Modifications. Before any major service change, including the development of new service areas changes greater than 20%, the Municipality shall perform a technical analysis of proposed service area alignments and schedules of operation for the On-demand service. The proposed service shall not begin operation without first obtaining successful review and approval of DTPW, Service Planning and Scheduling Division. The Municipality shall follow DTPW's Procedures for Establishing Municipal On-demand Service.
 - 3.8 Use of Logo. The Municipality may wish to design a logo uniquely identifying its On-demand service. If they do so, such logo shall at all times be displayed on the exterior of all vehicle's operation pursuant to this Agreement. If requested, the County shall allow the display of the On-demand logo on the County's bus stop

signs at all stops common to the Municipality and the County bus routes does not interfere with previously placed signage and is done in coordination with DTPW staff. The Municipality shall be responsible for placing the logo on the pertinent signs. All vehicles funded by the half penny transportation surtax from the Citizens' Independent Transportation Trust shall display the ½ Penny at work logo.

- 3.9 On Demand Stop Signs and Signposts. The Municipality may provide, install, and maintain bus stop signs and signposts at stops along the Municipality's On-demand routes. If the Municipality, its contractor, licensee, permittee, or assignee installs sign facilities that can accommodate Metrobus bus stop information, the County may elect to utilize the Municipality's sign facility to display Metrobus bus stop information. If such election is made, D.T.P.W. may provide to the Municipality the materials to be displayed on the bus stop sign facility, in the size and format to be specified by the Municipality and the Municipality will remove the County's signs and return the signs to the County. The Municipality shall be responsible for installing the Metrobus stop information in/on the bus stop sign facility.
- 3.10 ADA Stops. The Municipality agrees that it will be the responsibility of the Municipality to comply with all ADA standards and regulations with regards to accessibility.
- 3.11 Bus Stops and Bus Bays or Pull-outs. The Municipality shall, at its sole option, provide, install, and maintain bus stop sites, including bus bays or pull-outs at bus stops along the Municipality's On-demand service area, provided that any proposed bus bays or pull-outs shall be first reviewed and approved by the County or State, as appropriate. Notwithstanding the forgoing, the Municipality shall be responsible for identifying Municipality owned right-of-way for the layover or parking of vehicles to be used in its On-demand service provided it does not interfere with the County's Transit Service needs.

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

- 3.12 Non-Interference and Non-Disturbance. The County and the Municipality hereby mutually agree not to interfere with or unreasonably impede the free flow of pedestrian movement or of each other's public transit vehicular traffic or passengers accessing or egressing County Metrobus or Municipality On-demand in-service vehicles.
- 3.13 Miscellaneous. The Municipality or Municipality's Contractor shall provide adequate customer service training to its employees. Drivers, dispatchers and supervisors shall be subject to a training program inclusive of the recommended practices established by the American Public Transportation Association (APTA) in documents BTS-BO-RP-001-07 and BTS-BO-RP 0002-07.

ARTICLE 4

RECORDS AND REPORTS

4.1 Reporting Requirements. The Municipality shall collect or assure the collection of the following information (based on anonymized data):

- Number of completed rides
- Average journey time
- Average distance per ride
- Average utilization (passengers per vehicle hour)
- Ridership (Average weekday, Saturday and Sunday)
- Vehicle miles driven
- Vehicle hours driven
- No show rate
- Cancellation rate
- Average wait time
- Average percentage of on-time pick up requests
- Average percentage of requested rides completed
- Top pick-up and drop-off locations
- Number of passengers picked-up and dropped off at transit facilities including Metrorail, Miami-Dade Transitway and Park-and Rides.
- Percentage of bookings shared

Reports shall be submitted to the municipality and the County's Office of Management and Budget – c/o Management Planning and Performance Analysis on a monthly basis. Additionally, the Municipality shall comply with any Federal, State, and C.I.T.T. reporting requirements applicable to the subject service. Quarterly reports shall include the information listed above in an aggregated format, including trends noticed. Monthly - reports shall be submitted to the County no later than the 15th day of the following month.

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

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

ARTICLE 5

INSURANCE

The parties hereto acknowledge the Municipality is self-insured governmental entity subject to the limitations of Section 768.28, F.S. The Municipality shall institute and maintain a fiscally sound and prudent risk management program with regard to its obligations under this Agreement in accordance with the provision of Section 768.28, F.S. The Municipality shall collect and keep on file documentation of insurance of any and all private providers operating in the Municipality's On-demand service. In the event that the Municipality contracts with a private vendor for services, the Municipality shall require contractor to meet the insurance requirements shown in **Figure 1**, as minimum. The Municipality shall further require the private operator to include the County as a named insured and shall provide the County with a copy of the insurance policy purchased by any contractor prior to the provision of On-demand service operations.

Figure 1
Insurance Check List

1. Worker's Compensation and Employer's Liability per the statutory limits of the state of Florida
2. Commercial General liability (occurrence form), limits of liability \$1,000,000 per occurrence for bodily injury property damage to include premises/ operations; products; and completed operations; independent Contractors; broad form property damage endorsement and contractual indemnity (hold harmless endorsement exactly as written in "insurance requirements" of specifications).
3. Automobile Liability- \$ 1,000,000 each occurrence owned/non-owned/ hired automobiles included.
4. Excess Liability- \$ _____ .00 per occurrence to follow the primary coverage.
5. The Municipality must be named as an additional insured on the liability policies and it must be named as an additional insured on the liability policies; and it must be stated on the certificate.
6. Other Insurance as indicated:

_____ Builders Risk completed value	\$ _____
_____ Liquor liability	\$ _____
_____ Fire legal liability	\$ _____
_____ Protection and indemnity	\$ _____
_____ Employee dishonesty bond	\$ _____

X Other blanket fidelity bond

\$ 10,000.00

7. Thirty days written cancellation notice required.
8. Best's guide rating B+: VI or better, latest edition.
9. The certificate must state the bid number and title.

ARTICLE 6

INDEMNIFICATION

- 6.1 The Municipality shall, to the extent permitted by law at all-time hereafter, indemnify and hold harmless the County, and its officers, agents, employees and instrumentalities from any and all liability, claims, losses and causes of action, including attorneys' fees and costs of defense which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands suits, causes of actions or proceedings of any kinds or nature arising out of, or relating to or resulting from the negligence of the Municipality and/or its officers, employees, agents or instrumentalities, during the term of this Agreement. The Municipality shall resolve all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments and reasonable attorneys' fees which may issue thereon. The Municipality expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Municipality shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents or instrumentalities as herein provided. Nothing herein shall be deemed to indemnify the County from any liability or claim arising out of the negligent performance or failure of performance of the County, its officers, employees, agents or instrumentalities or any other related third party. This paragraph is subject to the limitations of Section 768.28, F.S.
- 6.2 The County shall, to the extent permitted by law at all times hereafter, indemnify and hold harmless the Municipality, and its officers, agents, employees and instrumentalities from any and all liability, claims, losses, and causes of action, including attorneys' fees and costs of defense which the Municipality or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes, of actions or proceedings of any kind or nature arising out of, or relating to or resulting from the negligence of the County and/or its officers, employees, agents or instrumentalities, during the term of this agreement. The County shall pay all claims and losses in connections therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Municipality, where applicable, including appellate proceedings, and shall pay all costs, judgments and reasonable attorney's fees which may issue thereon.

The County expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the County shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Municipality or its officers, employees, agents or instrumentalities as herein provided. Nothing herein shall be deemed to indemnify the Municipality from any liability or claim arising out of the negligent performance or failure of performance of the Municipality, its officers, employees, agents or instrumentalities or any other related third party. This paragraph is subject to the limitations of Section 768.28, F.S.

- 6.3 In the event the Municipality contracts for transportation services authorized by this Agreement, the contractor shall, in its contract with the Municipality, be required to indemnify and hold harmless the County, and its officers, agents employees and instrumentalities from any and all liability, claims, liabilities, losses, and causes of action, including reasonable attorneys' fees and cost of defense which the County, the Municipality or their officers, employees, agents and instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, or relating to or resulting from the provision of transportation services by the contractor and/or its officers, employees, agents or independent contractors. The contractor shall be required to pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County and Municipality, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. The Municipality shall require that the contract between and Municipality and the contractor include a provision which states that the contractor expressly understands and agrees that any insurance protection required by this agreement or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County and the Municipality or their officers, employees, agents or instrumentalities as herein provided. Nothing herein shall be deemed to indemnify the County and the Municipality from any liability or claim arising out of the negligent performance of the County and the Municipality, their officers, employees, agents or instrumentalities or any other related third party.

ARTICLE 7

FINANCIAL ASSISTANCE

- 7.1 Grant Matching Funds. The Municipality may, at its sole option, provide grant-matching funds for state and/or federal grants for capital or operating funds to be used for the Transportation Services. It is the sole responsibility of the Municipality to determine the source and dollar amount per source of funds to comprise the total contribution to the County for the provision of the On-Demand services as required in this agreement.

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

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

Multiply by .5 the Municipality's properly reported annualized Bus Revenue Vehicle Miles statistic that was used in the apportioned federal programs for a fiscal year "Unit Value for Bus Vehicle Miles for Urbanized Areas over 1,000,000" as reported in the table of Unit Values for Formula Grant Apportionments, published annually in the Federal Register.

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

- 7.3 Municipality's Share of Supplemental State Funding. In the event that the On-demand service operations contribute to an increase in the County's State transportation funding, beginning with the first year in which service is reflected in State's reporting system, the County agrees to pay the Municipality its attributable share (one half of the supplemental funding), as defined in paragraph 7.3 above, of new or supplemental state Transportation Block Grant funding received by the County from F.D.O.T. no less than sixty (60) days after funding is received from the State less any direct grants received by the Municipality from the County for the On-demand service. The State funding formula can be found at Section 341.052(6), F.S.
- 7.4 Comparable Agreements. In the event that the County enters into an Interlocal Agreement with any other municipality for On-demand services which are comparable to the services provided herein, County may agree to amend this Agreement, if requested by the Municipality, to provide substantially equivalent

favorable terms to the Municipality as those provided in such other County/ Municipality Interlocal Agreements.

ARTICLE 8

TERMS, MODIFICATIONS AND MISCELLANEOUS PROVISIONS

- 8.1 Terms of Agreement. This Agreement shall commence upon approval of the County's Board of County Commissioners and the Municipality's legislative board and the execution by the County Mayor or designee and Mayor of the Municipality or designee, and shall remain in force for five years thereafter. This Agreement 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 Village Manager or designee
- 8.2 Renegotiation or Modification. Any substantive changes in the level of service to be provided by the Municipality as set forth herein shall only be implemented after the County and the Municipality have entered into a written agreement describing the changed services, and the provisions of the County Code have been exercised.
- 8.3 Title VI and VII Civil Rights Act of 1964. The Municipality and its Contractor agree to comply with any portion of the Title VI and VII of the Civil Rights Act of 1964 applicable to the operation of this route and further the Municipality and its Contractors shall not discriminate against any employee, passengers or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and will take affirmative action to ensure that employees, passengers and applicants are afforded equal employment opportunities without discrimination.
- 8.4 Public Engagement. The Municipality shall guarantee adequate public engagement prior to establishing a new or modifying an existing Municipality On-demand service. The following steps must be performed: 1) Advertise a notice of public hearing in English and Spanish; and 2) Conduct a minimum of one public hearing that gives the community an opportunity to voice their opinion concerning the proposed service. The Municipality shall provide to the County proof of public hearing newspaper Ad, and meeting minutes or adopted resolution.
- 8.5 Discrimination. The municipality nor vendor or sub-contractors shall not discriminate against any employee, passengers or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and will take affirmative action to ensure that

employees, passengers and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

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

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

- 8.7 Termination for Cause. This Agreement may be terminated for cause by either party upon no less than thirty (30) days written notice to the other party, except when On-demand service operations are in violation of health and/or safety-related provisions of state statutes or the County Code, in which case termination shall be determined by the County Mayor or designee. Said notice shall be delivered by verified facsimile transmission or certified mail, return receipt requested. The noticed party shall have the opportunity to cure any stated cause for termination within a reasonable notice period, in which case the termination party may cancel the termination notice using the same means by which the notice of termination was delivered.

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

- 8.9 Notices. All notices and other communications required to be remitted pursuant to this Agreement to either party hereto shall be in writing and shall be delivered by

verified facsimile transmission or certified mail, return receipt requested, to the parties at the address indicated below:

FOR MIAMI-DADE COUNTY:

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

FOR MUNICIPALITY

Steven C. Williamson, Village Manager
The Village of Key Biscayne
Attn: Village Manager
88 West McIntyre Street
Key Biscayne, FL 33149
Fax: (305) 365-8936

WITH COPY TO VILLAGE ATTORNEY

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Chad Friedman, Esq.
Village of Key Biscayne Attorney
2800 Ponce de Leon Boulevard, Suite 1200
Coral Gables, FL 33134
cfriedman@wsh-law.com (email)

- 8.10 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.
- 8.11 Execution. This document shall be executed in five (5) counterparts, each of which shall be deemed an original.
- 8.12 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida.

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

ATTEST:

By: Jocelyn B Koch 7/21/23
Jocelyn B. Koch Date
Village Clerk

The Village of Key Biscayne, a
Municipal Corporation of
the State of Florida

By: Steven C. Williamson 7/21/23
Steven C. Williamson Date
Village Manager

ATTEST:

Juan Fernandez-Barquin, Clerk

By: _____
Deputy Clerk

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

By: Its Board of County
Commissioners

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

Approved by County Attorney as
to form and legal sufficiency _____
Date

Exhibit 1 (Service Area Map)



Exhibit 2 (Span of Service Schedule)

The Village of Key Biscayne On-Demand Transit Services operates on the days and hours indicated below:

Sunday to Thursday from 8:00 a.m. to 8:00 p.m.;

Fridays from 8:00 a.m. to 10:00 p.m.; and

Saturdays from 8 a.m. to 10 p.m.

Exhibit 3 (Additional Information - if applicable)