



To: Honorable Mayor and Village Council

Date: June 30, 2014

From: Ron E. Williams, Village Manager

Re: Public Transportation Services
Inter-local Agreement

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO TRANSPORTATION SERVICES; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN INTER-LOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR THE PROVISION OF PUBLIC TRANSPORTATION SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

In 2006, the Village of Palmetto Bay launched a much-needed intra-Village bus service in full compliance with Miami-Dade County policy, as directed by the staff of the Citizens' Independent Transportation Trust (CITT) and the County Attorney's Office. The service was designed to increase the number of destinations that can be reached via fixed public routes throughout Palmetto Bay and surrounding areas, as well as to connect with Miami-Dade Transit routes and the very popular busway. This initiative is being paid for with funding provided by the People's Transportation Plan (PTP). As stated in a publication of the Citizens' Independent Transportation Trust, "the plan was created because of public demand for greater mobility choices in Miami-Dade County". The citizens backed their demand at the ballot box by approving the transportation surtax to fund the projects in the PTP.

The Village's IBUS circulator is an efficient eco-friendly operation by properly adjusting routes and schedules. The service meets the needs of loyal riders on popular routes such as Route B into the Palmetto Bay Village Center. The IBUS circulator is the only public transportation within the Village that links riders to the Miami-Dade Busway and Metrorail service. The Village of Palmetto Bay IBUS service is air-conditioned, wheelchair accessible and bike rack equipped.

The Village's successful connector bus continues to do its part driving ever-increasing numbers of residents to Busway/Metrorail service. The Department would like to continue to enhance our transit mobility with the ongoing operation of the municipal circulator route which provides the opportunity of transit to match the travel needs of the residents and visitors of Palmetto Bay. The provisions of the regularly scheduled transit

circulator services decreases the need for specialized transportation services by the County.

On, November 28, 2006, Miami-Dade County Board of County Commissioners approved County Resolution R-1285-06. Miami-Dade County / Miami-Dade Transit entered into an Inter-local Agreement with the Village of Palmetto Bay for the provision of public transportation services. This agreement commenced in November 2006 for a period of five years with an option to renew three additional one year periods. All renewal options have been exhausted, whereas the current agreement between the Village and Miami-Dade County / Miami-Dade Transit is set to expire on November 27, 2014. The term of the attached agreement is subject to two five (5) year automatic renewals under the same terms and conditions, all parties have the right to terminate.

The Village has sponsored and is willing to provide an alternate form of supplemental public transit throughout the Village and has secured and obligated the necessary funding provided by the People's Transportation Plan (PTP). The Administration is requesting authorization to execute an Inter-local Agreement between Miami-Dade County/ Miami-Dade County Transit and the Village of Palmetto Bay for the provision of public transportation service. The purpose of this agreement is to allow the continued operation of the Village's circulator services as the Village of Palmetto Bay is required by the County to execute an agreement for the provision of transportation services. This agreement provides for public transportation services on one or more routes within the Village of Palmetto Bay. The terms of this agreement will commence on November 28, 2014 with and expiration date of November 29, 2019.

FISCAL/BUDGETARY IMPACT:

The fiscal impact is the cost of providing required operational and fueling requirements for the Village's schedules transit circulator service. Appropriate funding is available in the revenue collected from PTP surtax funds.

RECOMMENDATION:

Approval is recommended.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO TRANSPORTATION SERVICES; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN INTER-LOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR THE PROVISION OF PUBLIC TRANSPORTATION SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2006, the Village of Palmetto Bay launched a much-needed intra-Village bus service in full compliance with Miami-Dade County policy, as directed by the staff of the Citizens' Independent Transportation Trust (CITT) and the County Attorney's Office; and

WHEREAS, this initiative is being paid for with funding provided by the People's Transportation Plan (PTP); and

WHEREAS, the service meets the needs of loyal riders on popular routes such as Route B into the Palmetto Bay Village Center; and

WHEREAS, the IBUS circulator is the only public transportation within the Village that links riders to the Miami-Dade Busway and Metrorail service; and

WHEREAS, the Department would like to continue to enhance our transit mobility with the ongoing operation of the municipal circulator route which provides the opportunity of transit to match the travel needs of the residents and visitors of Palmetto Bay; and

WHEREAS, Miami-Dade County/Miami-Dade Transit entered into an Inter-local Agreement with the Village of Palmetto Bay for the provision of public transportation services. This agreement commenced in November 2006 for a period of five years with an option to renew three additional one year periods; and

WHEREAS, all renewal options have been exhausted, whereas the current agreement between the Village and Miami-Dade County/Miami-Dade Transit is set to expire on November 27, 2014; and

WHEREAS, the Village has sponsored and is willing to provide an alternate form of supplemental public transit throughout the Village and has secured and obligated the necessary funding provided by the People's Transportation Plan (PTP); and

WHEREAS, the Administration is requesting authorization to execute an Inter-local Agreement between Miami-Dade County/ Miami-Dade County Transit and the Village of Palmetto Bay for the provision of public transportation service; and

WHEREAS, the terms of this agreement will commence on November 28, 2014 for a period of five years with an option to two five (5) year automatic renewals under the same terms and conditions; and

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

Section 1. The Village Council authorizes the Village Manager to execute an Inter-local Agreement with Miami-Dade County for the provision of public transportation services.

Section 2. This Resolution shall become effective immediately.

PASSED AND ADOPTED this _____ day of July, 2014.

Attest: _____
Meighan J. Alexander
Village Clerk

Shelley Stanczyk
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Tim Schaffer _____

Council Member Joan Lindsay _____

Vice-Mayor John DuBois _____

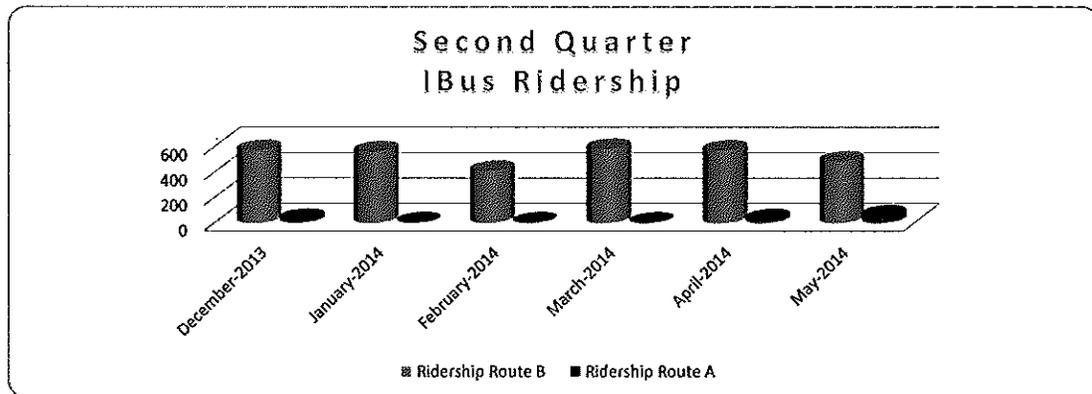
Mayor Shelley Stanczyk _____



Village of Palmetto Bay ■ IBUS

Shuttle Services

Month-Year	Ridership Route A	Ridership Route B	Daily Average
December-2013	27	570	28.4
January-2014	0	561	26.7
February-2014	0	408	21.5
March-2014	0	583	29.2
April-2014	27	570	27.1
May-2014	56	484	25.7
Total	110	3176	26.4



Popular Destinations	
Palmetto Bay Village Center ; 7am - 9am & 3pm-5pm	
168 ST / Old Cutler Road; 7am - 9am & 3pm-5pm	
168 St / Busway; 7am - 9am & 3pm-5pm	
Village of Palmetto Bay Branch Library; 3pm-4pm	
184 St / Busway; 7am - 9am & 3pm-5pm	

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

RESOLUTION NO. 06-84

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR THE PROVISION OF PUBLIC TRANSPORTATION SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, traffic congestion in the U.S. One corridor in south Miami-Dade County has been and continues to be a significant concern to the residents of the Village of Palmetto Bay; and

WHEREAS, many of the residents of the Village do not have easy access to existing transit services due to limited mobility; and

WHEREAS, the provision of regularly scheduled transit circulator service will connect to existing Miami-Dade Transit (MDT) services and help increase the use of services provided by MDT; and

WHEREAS, the Village is willing to provide an alternative form of supplemental public transit throughout the Village and has budgeted the necessary PTP surtax funds to so provide; and

WHEREAS, Miami-Dade County agrees that a supplemental service would be of benefit to residents and visitors to the Village of Palmetto Bay.

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

Section 1: The Village of Palmetto Bay Council authorizes the Village Manager to execute an Interlocal Agreement with Miami-Dade County for the provision of public transportation services.

Section 2: This resolution shall be effective immediately upon approval.

PASSED and ADOPTED this 7th day of August, 2006.

Attest:



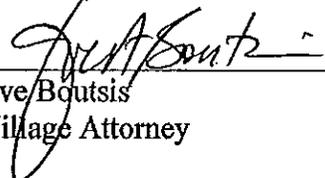
Meighan Pier
Village Clerk



Eugene P. Flinn, Jr.
Mayor

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

APPROVED AS TO FORM:



Eve Boutsis
Village Attorney

FINAL VOTE AT ADOPTION:

- Council Member Ed Feller YES
- Council Member Paul Neidhart YES
- Council Member John Breder YES
- Vice-Mayor Linda Robinson YES
- Mayor Eugene P. Flinn, Jr. YES

**Interlocal Agreement Between
Miami-Dade County and the Village of Palmetto Bay
For the Provision of Public Transportation Services**

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

WITNESSETH:

WHEREAS, traffic congestion in the U.S. One corridor in south Miami-Dade County has been and continues to be a significant concern to the residents of the Village of Palmetto Bay; and

WHEREAS, many of the residents of the Village do not have easy access to existing transit services due to limited mobility; and

WHEREAS, the provision of regularly scheduled transit circulator service will connect to existing Miami-Dade Transit (MDT) services and help increase the use of services provided by MDT; and

WHEREAS, the Village is willing to provide an alternative form of supplemental public transit throughout the Village and has budgeted the necessary funds to so provide; and

WHEREAS, the County agrees that a supplemental service would be of benefit to residents and visitors to the Village of Palmetto Bay.

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 as described in this Agreement under contract to the Village of Palmetto Bay.
- 1.3 "Shuttle" shall mean fixed route or semi-fixed route public transportation circulator services where at least 70% of the route is within the Village of Palmetto Bay and said circulator service is operated by the Village of Palmetto Bay, directly or by contract, pursuant to this Agreement and Chapter 31 of the Code of Miami-Dade County.
- 1.4 "The County" shall include Miami-Dade County, the Miami-Dade Transit, the Miami-Dade Consumer Services Department, and authorized representatives thereof.
- 1.5 "The Village of Palmetto Bay" shall mean the Village of Palmetto Bay and authorized representatives thereof.
- 1.6 "FDOT" shall mean the Florida Department of Transportation and authorized representative thereof.
- 1.7 "MDT" shall mean the Miami-Dade Transit and authorized representatives thereof.
- 1.8 "USDOT" shall refer to the U.S. Department of Transportation, its rules and regulations, and representatives thereof.
- 1.9 "FTA" shall mean the Federal Transit Administration, its rules and regulations, and representatives thereof.
- 1.10 "CSD" shall mean the Consumer Services Department of Miami-Dade County and authorized representatives thereof.
- 1.11 "PTRD" shall refer to the Passenger Transportation Regulatory Division of CSD.
- 1.12 "Federal Reporting Requirements" shall mean those requirements referenced in 49 CFR Section 5335(a), as may be amended from time to time, and found in the National Transit Database Reporting Manual published by the FTA.

- 1.13 "Fares" for shuttle service shall mean individual transportation fees paid by public transit passengers in accordance with a schedule of fares adopted by County Ordinance.
- 1.14 "STS", Special Transportation Service, is the component of the conventional transit system designed to provide comparable transit service to disabled individuals as mandated in the ADA.
- 1.15 "Force Majeure" shall mean an act of God, which includes, but is not limited to, sudden, unexpected or extraordinary acts of nature such as floods, washouts, storms, hurricanes, fires, earthquakes, landslides, epidemics, explosions or other forces of nature.

ARTICLE 2

GENERAL REQUIREMENTS

- 2.1 Compliance with Applicable Laws and Regulations. The Village of Palmetto Bay 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 Village of Palmetto Bay Transportation Services. The Village of Palmetto Bay 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 MDT and CSD. The Village of Palmetto Bay 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 Shuttle under this Agreement, the Village of Palmetto Bay 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 Code of Miami-Dade County. The Village of Palmetto Bay and its contractors shall maintain such certificates, registrations and permits current during the period of this Agreement. In no event shall the Village of Palmetto Bay 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 transportation services 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 MDT and CSD.
- 2.4 Vehicle Standards. Vehicles shall comply with all of the requirements contained in Chapters 30 and 31 of the Code of Miami-Dade County, pertinent state statutes and other directives as may be prescribed and required by CSD or MDT. 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 CSD or MDT.

- 2.6 Proof of Compliance Prior to Operation. The Village of Palmetto Bay and/or its contractors, if any, shall provide the County with proof of compliance with licensure, insurance, and any other requirements mandated by the Code of Miami-Dade County, state statute, or federal law prior to commencement of the Shuttle.
- 2.7 Purchase of Services/Sole Responsibility. The parties agree that this Agreement is a contract for the purchase of transportation services provided by the Village of Palmetto Bay for the benefit of the County. Village of Palmetto Bay employees, agents, and contractors providing transportation services shall be considered to be, at all times, solely employees, agents, and contractors of the Village of Palmetto Bay under its sole direction and not employees, agents, or contractors of the County.
- 2.8 Compliance with ADA. The Village of Palmetto Bay's Shuttle services shall comply with all applicable requirements of the ADA. The Village of Palmetto Bay and County recognize their joint obligation to provide STS in the area served by the Village of Palmetto Bay's Shuttle. In fulfillment of the Village of Palmetto Bay's obligation, the Village of Palmetto Bay hereby contracts with the County to provide STS services for trips that have both their origin and destination within the Village of Palmetto Bay Shuttle services area, as the County shall continue to provide such trips as part of its STS service at no cost to the Village of Palmetto Bay. To the extent that any terms of this Agreement are in conflict with the ADA, the requirements of the ADA shall control.
- 2.9 Compliance with Procurement Requirements. The Village of Palmetto Bay 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 given the opportunity to bid upon any Requests for Proposals, Requests for Qualifications, or Requests for Bids which the Village of Palmetto Bay shall issue regarding the provision of transportation service, and shall be considered, along with private contractors, for provision of services to be provided by the Village of Palmetto Bay pursuant to this Agreement.
- 2.11 Drug-free Workplace and Testing. In accordance with the Code of Miami-Dade County, the Village of Palmetto Bay shall certify that it will have a drug-free workplace program. Further, the Village of Palmetto Bay shall require pre-employment drug testing and other periodic drug testing for all persons holding safety-sensitive positions, as defined by USDOT, related to transit operations. Effective upon execution of the Agreement, the Village of Palmetto Bay shall require that its employees and contractor, if applicable, comply with all applicable

requirements of the USDOT regulations for drug and alcohol testing. To the extent that any terms in this Agreement are inconsistent with the USDOT regulation, the requirements of the USDOT shall control.

- 2.12 Village of Palmetto Bay Representative. The Village of Palmetto Bay shall designate individual(s) to act as liaison to the County and notify the County thereof. The Village of Palmetto Bay shall promptly notify the County of any changes.
- 2.13 County Representative. The County shall designate individual(s) to act as liaison to the Village of Palmetto Bay and notify the Village of Palmetto Bay thereof. The County shall promptly notify the Village of Palmetto Bay 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 Manager and the Village of Palmetto Bay Manager, or their designees, subject to authorization by their respective Boards. Notwithstanding the foregoing, amendments to this Agreement regarding alignments, schedules, and fares, as described in Section 2-150 (c) of the Miami-Dade County Code, may be approved by the County Manager and the Village of Palmetto Bay Manager, or their designees.

ARTICLE 3

VILLAGE OF PALMETTO BAY TRANSPORTATION SERVICES

- 3.1 Provision of Village of Palmetto Bay Shuttle Services. The Village of Palmetto Bay shall provide public transportation services on one or more routes within the Village of Palmetto Bay and adjacent municipalities as contained in Exhibit A and schedules contained in Exhibit B, copies of which are attached hereto and made a part thereof. Any changes to Exhibit A and 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 Manager and the Village of Palmetto Bay Manager, or their designees. The Village of Palmetto Bay shall not provide shuttle services on additional routes without approval of the Miami-Dade County Board of County Commissioners except as described in Section 2-150(c) of the Code of Miami-Dade County.

When performance of the requirements of this paragraph is prevented by a force majeure, the Village of Palmetto Bay shall be relieved of the obligation to provide shuttle services for a reasonable period of time as determined by the MDT Director.

- 3.2 Fares. The Village of Palmetto Bay shall operate the Shuttle without charging a fare to riders. Notwithstanding the foregoing, the Village of Palmetto Bay may, upon approval of the County Manager, charge passengers a fare for the use of the Shuttle, in accordance with public transit fares established by the County, as may be modified from time to time pursuant to Section 2-150 of the Code of Miami-Dade County. The Village of Palmetto Bay may charge a fare other than a fare established by the County upon approval of the County as provided in Section 2-150 (c) of the Code of Miami-Dade County. The Village of Palmetto Bay shall accept MDTA passes, transfers or identification entitling a passenger to ride a Metrobus without paying any additional fare.
- 3.3 Connection and Coordination with County Bus Routes. The Shuttle shall connect, at a minimum, with regular County Metrobus routes at points where the routes intersect, merge or diverge, as specified in Exhibit A. . Shuttle operating schedules shall be coordinated with existing County Metrobus service to the extent possible.
- 3.4 Operation of Routes in Their Entirety. The Village of Palmetto Bay shall be responsible for ensuring that Shuttle routes are operated in their entirety with no deviation from the approved routes and schedules.
- 3.5 Shuttle Information. The County shall provide information on the Village of Palmetto Bay's Shuttle through MDT's routine and customary public information dissemination processes, including its transit information telephone service.

3.6 Issuance of Shuttle Schedules. The County shall make available to its Metrobus, Metrorail, and Metromover passengers maps and schedules provided by the Village of Palmetto Bay to MDT.

3.7 Planning and Scheduling of Shuttle Routes. The County, through the MDT Director or his designee, may assist the Village of Palmetto Bay staff with technical support for planning and scheduling of Shuttle services.

3.12 3.8 Non-Interference and Non-Disturbance. The County and the Village of Palmetto Bay 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 of egressing Metrobus or Shuttle in-service vehicles.

3.9 Use of Logo. The Village of Palmetto Bay may wish to design a logo uniquely identifying its Shuttle. If they do so, such logo shall at all times be displayed on the exterior of all vehicles operating pursuant to the Agreement. The County shall allow the display of the Shuttle logo on the County's bus stop signs at all stops common to the Village of Palmetto Bay and the County bus routes.

3.10 Bus Stop Signs and Signposts. The Village of Palmetto Bay may provide, install, and maintain bus stop signs and signposts at Shuttle stops along the Village of Palmetto Bay's Shuttle routes. In the event that the Village of Palmetto Bay, its contractor, licensee, permittee, or assignee installs Shuttle sign facilities that can accommodate Metrobus bus stop information, the County may elect to utilize the Village of Palmetto Bay's sign facility to display Metrobus bus stop information. If such election is made, MDT shall provide to the Village of Palmetto Bay the materials to be displayed on the bus stop sign facility. The Village of Palmetto Bay shall be responsible for installing the Metrobus bus stop information in/on the bus stop sign facility and removing Metro signage as necessary. All Metro bus signs removed should be returned to County.

ARTICLE 4

RECORDS AND REPORTS

- 4.1 Reporting Requirements. The Village of Palmetto Bay shall collect or assure the collection of all information required for Federal and State reporting purposes, and shall provide collected and complied information to the County no less often than quarterly. The Village of Palmetto Bay shall annually prepare and submit audited National Transit Data Base reports as required by the USDOT and submit to the County a copy of said reports no later than ninety (90) days after the close of the County's fiscal year.
- 4.2 Additional Information. The Village of Palmetto Bay shall provide additional information on Shuttle operations as requested by the County within thirty (30) days, unless a different time period is agreed upon by the Village of Palmetto Bay and the County.

ARTICLE 5

INSURANCE

The parties hereto acknowledge that the Village of Palmetto Bay is a self-insured governmental entity subject to the limitations of Section 768.28, F.S. The Village of Palmetto Bay 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 Village of Palmetto Bay shall collect and keep on file documentation of insurance of any and all private providers operating the Village of Palmetto Bay Shuttle routes. In the event that the Village of Palmetto Bay contracts with a private vendor for services, the Village of Palmetto Bay shall require contractor to meet the insurance requirements found in **Exhibit C**, as a minimum. The Village of Palmetto Bay 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 Shuttle operations.

ARTICLE 6

INDEMNIFICATION

- 6.1 The Village of Palmetto Bay shall, to the extent permitted by law at all times 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 kind or nature arising out of, or relating to or resulting from the negligence of the Village of Palmetto Bay and/or its officers, employees, agents or instrumentalities, during the term of this Agreement. The Village of Palmetto Bay 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 County, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. The Village of Palmetto Bay expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Village of Palmetto Bay 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 In the event the Village of Palmetto Bay contracts for transportation services authorized by this Agreement, the contractor shall, in its contract with the Village of Palmetto Bay, 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 attorneys' fees and costs of defense which the County or its 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, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. The Village of Palmetto Bay shall require that the contract between and Village of Palmetto Bay 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 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 of the County, its officers, employees, agents or instrumentalities or any other related third party.

ARTICLE 7

FINANCIAL ASSISTANCE

- 7.1 Grant Matching Funds. The Village of Palmetto Bay shall, at its sole option, provide grant-matching funds for state and/or federal grants for capital or operating funds to be used for the Transportation Services. The County, upon agreement with the Village of Palmetto Bay, may, but shall not be required to provide all or part of cash or other types of matches required for state and federal grants which may be received by the Village of Palmetto Bay for the Shuttle, or for expansion of the Shuttle, in 2006 and future years.
- 7.2 Bus Shelters and Benches. The Village of Palmetto Bay shall, at its sole option, provide, install, and maintain bus shelters, benches and other bus stop furnishing at those Shuttle stops along the Village of Palmetto Bay's circulator routes where the Village of Palmetto Bay, or its contractor, feels that there is a need for such furnishings.
- 7.3 Bus Stops and Bus Bays or Pull-outs. The Village of Palmetto Bay shall, at its sole option, provide, install, and maintain bus stop sites, including bus bays or pull-outs at Shuttle stops along the Village of Palmetto Bay's circulator routes, provided that any proposed bus bays or pull-outs and any proposed modifications or reconfigurations to existing bus bays or pull-outs shall be first reviewed and approved by the County.
- 7.4 Comparable Agreements. In the event that the County enters into an Interlocal Agreement with any other municipality for transit services which are comparable to the services provided herein, but upon more favorable terms for the municipality than the terms provided herein, County agrees to amend this Agreement, if requested by the Village of Palmetto Bay, to provide substantially equivalent favorable terms to the Village of Palmetto Bay as those provided in such other County/Municipal Interlocal Agreements.

ARTICLE 8

TERMS, MODIFICATIONS AND MISCELLANEOUS PROVISIONS

- 8.1 Term of Agreement. This Agreement shall commence upon approval of the Board of County Commissioners and the Village of Palmetto Bay Council and the execution by the County Manager and authorized Village of Palmetto Bay Manager and shall remain in force for five years thereafter. This Agreement is subject to three one-year options to renew, by agreement between the County Manager and the Village of Palmetto Bay Manager.
- 8.2 Renegotiation or Modification. Any substantive changes in the level of service to be provided by the Village of Palmetto Bay, as set forth herein shall only be implemented after the County and the Village of Palmetto Bay 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 Village of Palmetto Bay and its Contractors shall not discriminate against any person because of race, color, sex, religious background, ancestry or national origin in the performance of the Agreement.
- 8.4 Termination for Cause. This agreement may be terminated for cause by either party upon no less than thirty (30) days written notice to the other party, except when Shuttle operations are in violation of health and/or safety-related provisions of state statutes or the Code of Miami-Dade County, in which case termination shall be as determined by the County Manager. 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 the notice period, in which case the terminating party may cancel the termination notice using the same means by which the notice of termination delivered.
- 8.5 Termination without Cause. The County or the Village of Palmetto Bay may terminate this Agreement without cause upon no less than sixty (60) days written notice to the other party. If the County or the Village of Palmetto Bay terminates this Agreement with or without cause, the Village of Palmetto Bay agrees to reimburse the County on a prorated basis for financial assistance it has received for the year.
- 8.6 Notices. All notices and other communications required to be remitted pursuant to this Agreement to either party hereto shall be in writing and shall be delivered by verified facsimile transmission or certified mail, return receipt requested, to the parties at the address indicated below:

FOR MIAMI-DADE COUNTY:

Miami-Dade Transit
111 N.W. 1st Street Suite 910
Miami, FL 33128

Attention: Director, Miami-Dade Transit
Fax: (305) 375-4605

FOR VILLAGE OF PALMETTO BAY:

Village of Palmetto Bay
8950 S. 152nd Street
Palmetto Bay, Florida 33157

Attention: Charles D. Schurr, Village Manager
Village of Palmetto Bay Manager
Fax: 305-259-1290

- 8.7 Name of Payee. The name of the official payee to whom the County shall issue checks shall be the Village of Palmetto Bay.
- 8.8 Complete and Binding Agreement. This writing embodies the full and complete agreement of the parties. No other terms, conditions or modifications shall be binding upon the parties unless in writing and signed by the parties.
- 8.9 Execution. This document shall be executed in four (4) counterparts, each of which shall be deemed an original.
- 8.10 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

ATTEST:

FOR THE COUNTY:

Miami-Dade County,
A political subdivision of the State of
Florida

Harvey Ruvin, Clerk

By its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
County Manager

Date Executed: _____

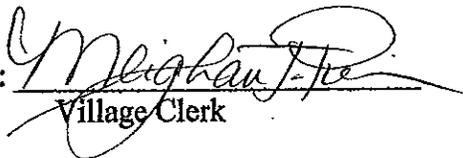
Approved as to Form and Legal Sufficiency

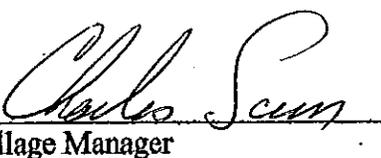
By: _____
Assistant County Attorney

ATTEST:

FOR THE VILLAGE:

Village of Palmetto Bay,
a political subdivision of the State of Florida

By: 
Village Clerk

By: 
Village Manager

Date Executed: 8/23/2006

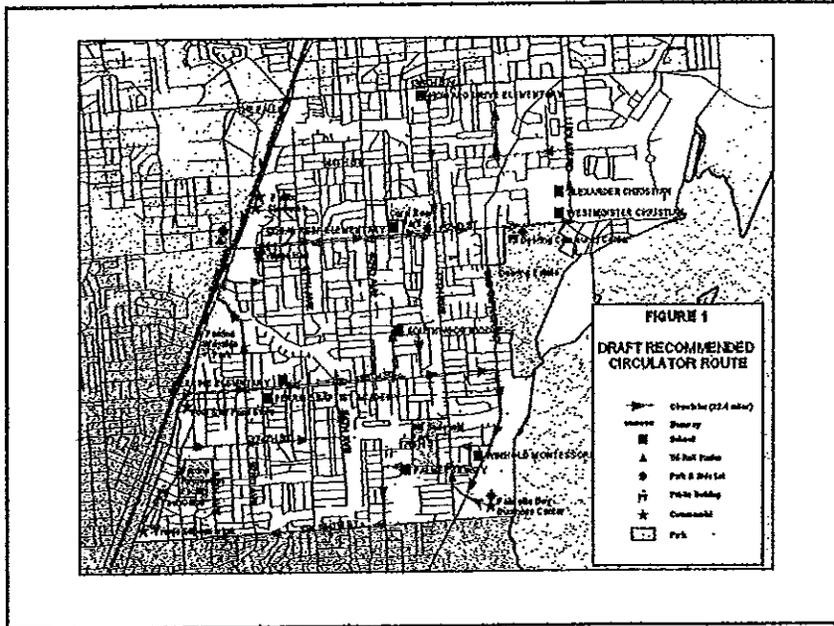
Approved as to Form and Legal Sufficiency

By: 
Village Attorney

Exhibits

Exhibit A

Transportation Services (One Route)



Transportation Services (Two Routes)

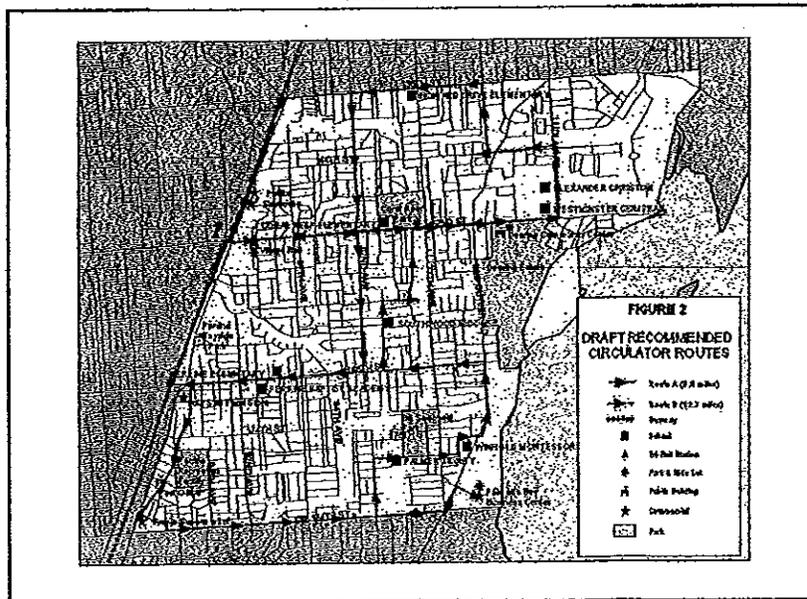


Exhibit B

Circulator Schedule

Route	Scheduled Service
Yellow	7 am to 9 am and 5 pm to 6:00 pm Weekdays
Red	9 am to 5 pm Weekdays
Blue	9 am to 5 pm Weekdays

Exhibit C

Insurance Requirements

- 1. Contractor shall at all times during the term of this agreement keep and maintain in full force and effect comprehensive general liability insurance, automotive liability insurance, and worker's compensation insurance, with minimum policy limits for each coverage in the amount of at least \$1,000,000.00 per occurrence, combined single limit for property damage and bodily injury, including death, except that the dollar amount of workers' compensation coverage shall be as provided by Chapter 440, Florida Statutes.*
- 2. The village shall be named as an additional insured on all of the above insurance policies to the extent permitted by law.*
- 3. Each insurance policy shall state that it is not subject to cancellation or reduction in coverage without written notice to the village 30 days prior to the effective date of cancellation or reduction of coverage and shall provide waivers or subrogation in favor of the village.*
- 4. Each insurance company utilized by the contractor shall have a rating of no less than (A-) pursuant to Best's Insurance Guide. The forms and types of coverage shall be subject to the approval of the village manager.*



Transit
 701 NW 1st Court • Suite 1700
 Miami, FL 33136-3912
 T 786.469.5675 | F 786.469.5584
 www.miamidade.gov

Ron E. Williams, Village Manager
 Village of Palmetto Bay
 Village Hall
 9705 East Hibiscus Street,
 Palmetto Bay, FL 33157

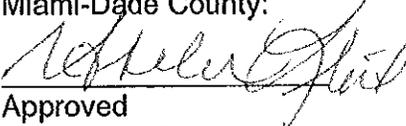
Dear Mr. Williams:

On November 28, 2006, The Miami-Dade County Board of County Commissioners approved County Resolution R-1285-06. Miami-Dade County/Miami-Dade Transit entered into an Interlocal Agreement with the Village of Palmetto Bay for the provision of public transportation services. This agreement commenced in November 2006 for a period of five years. Thereafter, this agreement is subject to three one-year options to renew, by agreement between the parties.

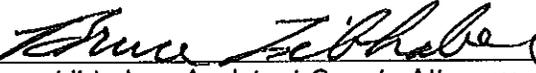
Pursuant to Section 8.1 Term of Agreement, Miami-Dade County/Miami-Dade Transit would like to the exercise the third and final option-to-renew for one year. The term of this option to renew would be from November 28, 2013 to November 27, 2014.

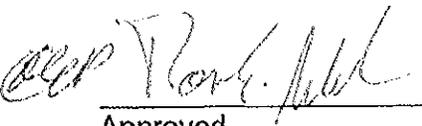
Please indicate your City's concurrence of this renewal option below. Should you need further information, please feel free to contact Mr. Gerald E. Bryan, Service Planning and Scheduling Section Chief 786-469-5163.

Miami-Dade County:


 Approved
 Ysela Llort, Director

 Disapproved
 Ysela Llort, Director

Approved for Legal Sufficiency 
 Bruce Libhaber, Assistant County Attorney


 Approved
 Ron E. Williams, Village Manager
 Village of Palmetto Bay

 Disapproved
 Ron E. Williams, Village Manager
 Village of Palmetto Bay



Dear Mr. Williams

On November 28, 2006, The Miami-Dade County Board of County Commissioners approved County Resolution R-1285-06. Miami-Dade County/Miami-Dade Transit entered into an Interlocal Agreement with the Village of Palmetto Bay for the provision of public transportation service. This agreement commenced in November 2006 for a period of five years. Thereafter, this agreement is subject to three one-year options to renew, by agreement between the parties.

Pursuant to Section 8.1 Term of Agreement, Miami-Dade County/Miami-Dade Transit would like to the exercise the second option-to-renew for one year. The term of this option to renew would be from November 28, 2012 to November 27, 2013.

Please indicate your City's concurrence of this renewal option below. Should you need further information, please feel free to contact Mr. Eric Zahn, Transit Planning Section Supervisor at 786-469-5218.

Miami-Dade County:

Approved
Ysela Llort, Director
Miami-Dade Transit

Disapproved
Ysela Llort, Director
Miami-Dade Transit

Approved for Legal Sufficiency

Approved
Ron E. Williams, Village Manager
Village of Palmetto Bay

Bruce Libhaber, Assistant County Attorney

Disapproved
Ron E. Williams, Village Manager
Village of Palmetto Bay



Interlocal Agreement Between
Miami-Dade County and the Village of Palmetto Bay
for the Provision of Public Transportation Services

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

WITNESSETH:

WHEREAS, residents of Village of Palmetto Bay wish to enhance their transit mobility, and the operation of a municipal circulator provides the opportunity of transit to match the travel needs of the residents of Palmetto Bay ; and,

WHEREAS, the provision of regularly scheduled transit circulator services can help decrease the need for specialized transportation services by the County; and

WHEREAS, the provision of regularly scheduled transit circulator service will connect with existing Miami-Dade Transit (MDT) services and help increase the use of services provided by MDT; and

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

NOW THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the County and the Village 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 circulator services as described in this Agreement under contract to the Village.
- 1.3 "Circulator" shall mean fixed route or semi-fixed route public transportation circulator services where at least seventy (70%) percent of the route is within the Village and said circulator service is operated by the Village, directly or by contract, pursuant to this Agreement and Chapter 31 of the code of Miami-Dade County.
- 1.4 "The County" shall include Miami-Dade County, the Miami-Dade Transit Miami-Dade. Consumer Services Department, and authorized representatives thereof.
- 1.5 "The Village" shall mean Village of Palmetto Bay and authorized representatives thereof.
- 1.6 "FDOT" shall mean the Florida Department of Transportation and authorized.
- 1.7 "MDT" shall mean the Miami-Dade Transit and authorized representatives thereof.
- 1.8 "US DOT" shall refer to the U.S. Department of Transportation, its rules and regulations and representatives thereof.
- 1.9 "FTA" shall mean the Federal Transit Administration, its rules and regulations, and representatives thereof.
- 1.10 "CSD" shall mean the Consumer Services Department of Miami-Dade County
- 1.11 "PTRD" shall refer to the Passenger Transportation Regulatory division of CSD.
- 1.12 "Federal Reporting Requirements" shall mean those requirements referenced in 49 CFR Section 5335(a), as may be amended from time to time, and found in the National Transit Database Reporting Manual published by the FTA.
- 1.13 "Fares" for the circulator service shall mean individual transportation fees paid by public transit passengers in accordance with a schedule of fares adopted by County Ordinance.

- 1.14 "STS", Special Transportation Service, is the component of the conventional transit system designed to provide comparable circulator service to disabled individuals as mandated in the ADA.

ARTICLE 2

GENERAL REQUIREMENTS

- 2.1 Compliance with Applicable Laws and Regulations. The Village 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 Village of Palmetto Bay Circulator Services. The Village shall be responsible for requiring 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 MDT and CSD. The Village 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 circulator service under this Agreement, the Village 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 Code of Miami-Dade County. The Village and its contractors shall maintain such certificates, registrations and permits current during the Period of this Agreement. In no event shall the Village 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 transportation services 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 MDT and CSD.
- 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 CSD or MDT. 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 CSD or MDT.
- 2.6 Proof of Compliance Prior to Operation. The Village and/or its contractors, if any shall provide the County with proof of compliance with licensure, insurance and any other requirements mandated by the Code of Miami-Dade County, state statute or federal law prior to commencement of the circulator service.
- 2.7 Purchase of Services/Sole Responsibility. The parties agree that this Agreement is a contract for the provision of transportation services provided by the Village for the benefit of citizens of Village of Palmetto Bay and of the County. Village employees, agents and contractors providing transportation services shall be considered to be, at all times, solely employees, agents or contractors of the Village under its sole direction and not employees, agents or contractors of the County.
- 2.8 Compliance with ADA. The Village's circulator services shall comply with all applicable requirements of the ADA. The Village and the County recognize their joint obligation to provide STS in the area served by the Village's Circulator service. In fulfillment of the Village's obligation, the Village hereby allows the County to provide STS service at no cost to the Village. 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 Village 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 given the opportunity to bid upon any Requests for Proposals, Requests for Qualifications, or Requests for bids which the Village shall be considered, along with private contractors, for provision of services to be provided by the Village pursuant to this Agreement.

- 2.11 Drug-free Workplace and Testing. In accordance with the Code of Miami-Dade County, the Village shall certify that it will have drug-free workplace program. Further, the Village shall require pre-employment drug testing and other periodic drug testing for all persons holding safety-sensitive positions, as defined by US DOT, related to transit operation. Effective upon execution of the Agreement, the Village shall require that its employees or contractor 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.
- 2.12 Village Representative. The Village shall designate individual(s) to act as liaison to the County and notify the County thereof. The Village shall promptly notify the County of any changes.
- 2.13 County Representative. The County shall designate individual(s) to act as liaison to the Village and notify the Village thereof. The County shall promptly notify the Village 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, or their designees, subject to authorization by their respective Boards. Notwithstanding the foregoing, amendments to this Agreement regarding alignments, schedules, and fares, as described in Section 2-150 (c) of the Miami-Dade County Code, may be approved by the County Mayor or designee and the Palmetto Bay Village Manager or their designees.

ARTICLE 3

VILLAGE OF PALMETTO BAY TRANSPORTATION SERVICES

- 3.1 Provision of Village Circulator. The Village shall provide public transportation service on one or more routes within the Village of Palmetto Bay as contained in **Figure 1** (map) and schedules contained in **Figure 2**, copies of which are attached. Changes to **Figure 1 or 2** 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 Palmetto Bay Village Manager or their designees.
- 3.2 Fares. The Village shall operate the Circulator charging a Circulator fare in accordance with public transit fares established by the County, as may be modified from time to time pursuant to Section 2-150 of the Code of Miami-Dade County. Notwithstanding the foregoing, the Village may, upon approval of the County Mayor or designee, charge passengers another fare for the use of the Circulator, in accordance with public transit fares established by the County, as may be modified from time to time pursuant to Section 2-150 of the Code of Miami-Dade County. 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 Circulator without paying an additional fare.
- 3.3 Connection and Coordination with County Bus Routes. The Circulator shall connect with regular County Metro routes at points where the routes, intersect, merge or diverge.
- 3.4 Operation of Routes Their Entirety. The Village shall be responsible for ensuring that Circulator routes are operated in their entirety with no deviation from the approved routes and schedules unless otherwise authorized by the Village.
- 3.5 Circulator Shown on County Bus Schedules. The County shall provide information on the Village's Circulator service through MDT's routine and customary public information dissemination processes, including its transit information telephone service, and transit website.
- 3.6 Issuance of Circulator Schedules. The County shall make available to its Metrobus, Metrorail and Metromover passengers map and schedules provided by the Village to MDT.
- 3.7 Planning and Scheduling of Circulator Routes. The County, through the MDT Director or his designee, may assist the Village staff with technical support for planning and scheduling of Village circulator services.

3.8 Use of Logo. The Village may wish to design a logo uniquely identifying its circulator service. If they do so, such logo shall at all times be displayed on the exterior of all vehicles operation pursuant to this Agreement. The County shall allow the display of the Circulator logo on the County's bus stop signs at all stops common to the Village and the County bus routes does not interfere with previously placed signage, and is done in coordination with MDT staff. The Village shall be responsible for placing the logo on the pertinent signs.

Figure 2

See attached brochures for route schedules

3.9 Bus Stop Signs and Signposts. The Village may provide, install and maintain bus stop signs and signposts at stops along the Village's Circulator routes. In the event that the Village, its contractor, licensee, permittee, or assignee installs sign facilities that can accommodate Metrobus bus stop information, the County may elect to utilize the Village's sign facility to display Metrobus bus stop information. If such election is made, MDT shall provide to the Village the materials to be displayed on the bus stop sign facility, in the size and format to be specified by the Village and the Village will remove the County's signs and return the signs to the County. The Village shall be responsible for installing the Metrobus stop information in/on the bus stop sign facility.

3.10 Bus Passenger Shelters and Benches
The Village agrees that it will be the responsibility of the Village to comply with all ADA standards regulations with regards to accessibility to and from bus passengers stops and bus shelters which the Village installs.

3.11 Bus Stops and Bus Bays or Pull-outs. The Village shall, at its sole option, provide, install, and maintain bus stop sites, including bus bays or pull-outs at Circulator stops along the Village's circulator routes, provided that any proposed bus bays or pull-outs shall be first reviewed and approved by the County or State, as appropriate.

3.12 Non-Interference and Non-Disturbance. The County and the Village 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 Metrobus or Palmetto Bay Circulator in-service vehicles.

ARTICLE 4

RECORDS AND REPORTS

- 4.1 Reporting Requirements. The Village shall collect or assure the collection of all information required for Federal and State reporting purposes, and shall provide collected and compiled information to the County no less often than quarterly. The Village shall annually prepare and submit to the County a copy of said reports no later than ninety (90) days after the close of the County's fiscal year.
- 4.2 Additional Information. The Village shall provide additional information about the Village Circulator service operations as requested by the County within thirty (30) days, unless a different time period is agreed upon by the Village and the County.

ARTICLE 5

INSURANCE

The parties hereto acknowledge the Village is self-insured governmental entity subject to the limitations of Section 768.28, F.S. The Village 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 768328, F.S. The Village shall collect and keep on file documentation of insurance of any and all private providers operating in the Village of Palmetto Bay Circulator service routes. In the event that the Village contracts with a private vendor for services, the Village shall require contractor to meet the insurance requirements shown in **Figure 3**, as minimum. The Village 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 Circulator service operations.

Figure 3
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 Village must be named as an additional insured on the liability policies and it must be named as an additional insured on the liability policies; and it must be stated on the certificate.
6. Other Insurance as indicated:

<input type="checkbox"/> Builders Risk completed value	\$ _____
<input type="checkbox"/> Liquor liability	\$ _____
<input type="checkbox"/> Fire legal liability	\$ _____
<input type="checkbox"/> Protection and indemnity	\$ _____
<input type="checkbox"/> Employee dishonesty bond	\$ _____
<input checked="" type="checkbox"/> Other blanket fidelity bond	<u>\$10,000.00</u>
7. Thirty days written cancellation notice required
8. Best's guide rating B+: VI or better, latest edition.
9. The certificate must state the bid number and title.

ARTICLE 6

INDEMNIFICATION

- 6.1 The Village 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 Village and/or its officers, employees, agents or instrumentalities, during the term of this Agreement. The Village 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 Village expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Village 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 Village, 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 Village 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 Village, where applicable, including appellate proceedings, and shall pay all costs, judgments and reasonable attorneys 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 Village or its officers, employees, agents or instrumentalities as herein provided. Nothing herein shall be deemed to indemnify the Village from any liability or claim arising out of the negligent performance or failure of performance of the Village, 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 Village contracts for transportation services authorized by this Agreement, the contractor shall, in its contract with the Village, 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 Village 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 Village, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. The Village shall require that the contract between and Village 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 Village or their officers, employees, agents or instrumentalities as herein provided. Nothing herein shall be deemed to indemnify the County and the Village from any liability or claim arising out of the negligent performance of the County and the Village, their officers, employees, agents or instrumentalities or any other related third party.

ARTICLE 7

FINANCIAL ASSISTANCE

- 7.1 Grant Matching Funds. The Village shall, at its sole option, provide grant-matching funds for state and/or federal grants for capital or operating funds to be used for the Transportation Services. The County, upon agreement with the Village, may, but shall not be required to, provide all or part of cash or other types of matches required for state and federal grants which may be received by the Village for the Circulator service, or for expansion of the Circulator service, in future years.
- 7.2 Bus Shelters and Benches. The Village shall, at its sole option, provide, install, and maintain bus shelters, benches and other bus stop furnishings, at those Circulator service stops along the Village's route where the Village, or its contractor, feels that there is a need for such furnishings.
- 7.3 Village's Share of supplemental Federal Funding. Beginning with the first year in which the circulator 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 Circulator service's properly reported operations, the County agrees to pay the Village its attributable share of federal formula funds received from USDOT no less than sixty(60) days after funding is received from the federal government, less any direct grants received by the Village from the County for the Circulator, provided that the funds remitted to the Village herein shall be used for the expansion, enhancement or maintenance of the Circulator service program.

As used herein, the Village'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 Circulator serve operations provided by the Village pursuant to this Agreement and as included in the National Transit Database. Said attributable share shall be calculated utilizing the following formula:

Multiply the Village'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; and then multiply that amount by 0.5.

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

- 7.4 Village's Share of Supplemental State Funding. In the event that the Circulator 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 Village 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 FDOT no less than sixty (60) days after funding is received from the State less any direct grants received by the Village from the County for the Circulator. The State funding formula can be found at Section 341.052(6), F.S.
- 7.5 Comparable Agreements. In the event that the County enters into an Interlocal Agreement with any other municipality for Circulator services which are comparable to the services provided herein, County agrees to amend this Agreement, if requested by the Village, to provide substantially equivalent favorable terms to the Village as those provided in such other County/ Municipal Interlocal Agreements.

ARTICLE 8

TERMS, MODIFICATIONS AND MISCELLANEOUS PROVISIONS

- 8.1 Terms of Agreement. This Agreement shall commence upon approval of the board of County Commissioners and the Council of Village of Palmetto Bay and the execution by the County Mayor or designee, authorized Mayor, and shall remain in force for five years thereafter. This Agreement is subject to two five-year automatic renewals under the same contract terms and conditions, all parties have the right to terminate (see 8.4 and 8.5).
- 8.2 Renegotiation or Modification. Any substantive changes in the level of service to be provided by the Village as set forth herein shall only be implemented after the County, the Village 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 Village and its Contractors shall not discriminate against any person because of race, color, sex, religious background, ancestry or national origin in the performance of the Agreement.
- 8.4 Termination for Cause. This Agreement may be terminated for cause by either party upon no less than thirty (30) days written notice to the other party, except when Circulator operations are in violation of health and/or safety-related provisions of state statutes or the Code of Miami-Dade County, in which case termination shall be determined by the County Mayor or designee. Said notice shall be delivered by verified facsimile transmission or certified mail, return receipt requested. The noticed party shall have the opportunity to cure any stated cause for termination within a reasonable notice period, in which case the termination party may cancel the termination notice using the same means by which the notice of termination was delivered.
- 8.5 Termination without Cause. The County or the Village may terminate this Agreement without cause upon no less than sixty (60) days written notice to the other party. If the County or the Village terminates this Agreement with or without cause, the Village agrees to reimburse the County on a prorated basis for any financial assistance it has received for the Circulator bus service for the year.
- 8.6 Notices. All notices and other communications required to be remitted pursuant to this Agreement to either party hereto shall be in writing and shall be delivered by verified facsimile transmission or certified mail, return receipt requested, to the parties at the address indicated below:

FOR MIAMI-DADE COUNTY:

Miami-Dade Transit
701 NW 1st Court
Miami, Florida 33136
Attention: Director, Miami-Dade Transit
Fax: (786) 469-5406

FOR VILLAGE OF PALMETTO BAY

Office of the Village Manager
Ron E. Williams, Village Manager
Village of Palmetto Bay
9705 East Hibiscus Street,
Palmetto Bay, FL 33157
Phone - 305-259-1234 Fax- 305-259-1290

- 8.7 Complete and Binding Agreement. This writing embodies the full and complete agreement of the parties. No other terms, conditions or modifications shall be binding upon the parties unless in writing and signed by the parties.
- 8.8 Execution. This document shall be executed in five (5) counterparts, each of which shall be deemed an original.
- 8.9 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida.

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

ATTEST:

VILLAGE OF PALMETTO BAY
A Municipal Corporation of
the State of Florida

By: _____

By: _____
Ron E. Williams, Village Manager
Village of Palmetto Bay

ATTEST:

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

HARVEY RUVIN, CLERK

By Its Board of County
Commissioners

By: _____

By: _____
Date: _____
Carlos A. Gimenez
Miami-Dade County Mayor

DEPUTY CLERK

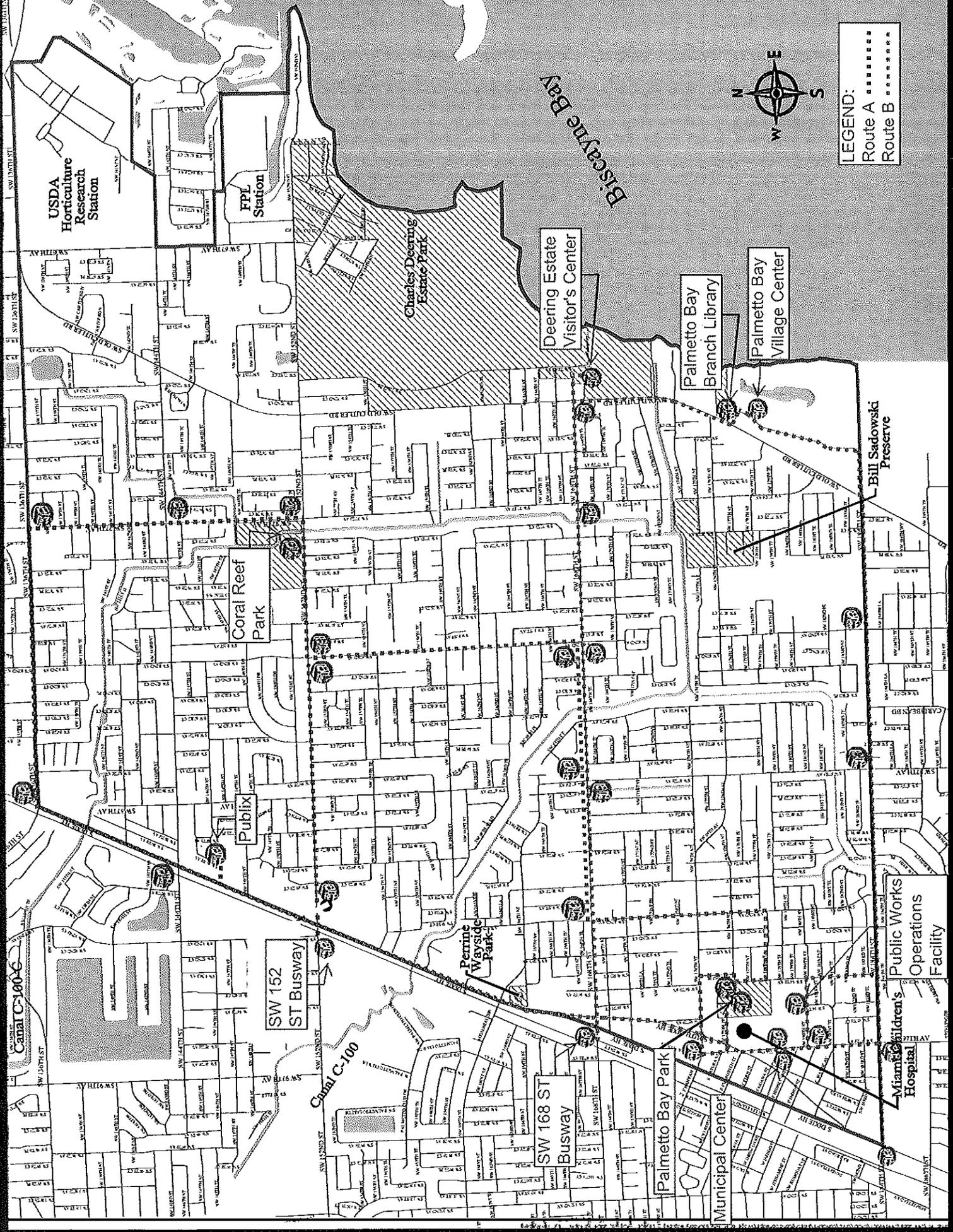
Approved by County Attorney as
to form and legal sufficiency _____

Attachment

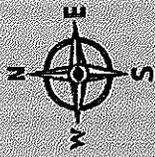
Figure 1 (MAP)

Attachment

Figure 2 (SCHEDULE)



LEGEND:
Route A
Route B



USDA
Horticulture
Research
Station

FPL
Station

Charles Deering
Estate Park

Deering Estate
Visitor's Center

Palmetto Bay
Branch Library

Palmetto Bay
Village Center

Coral Reef
Park

Publix

Pennine
Wayside
Park

Municipal Center

Palmetto Bay Park

Bill Sadowski
Preserve

Miami Children's
Hospital

Public Works
Operations
Facility

Canal C-100-E

SW 152
ST Busway

Canal C-100

SW 168 ST
Busway

Biscayne Bay