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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.

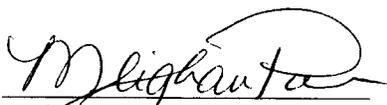
NOW, THEREFORE, BE IT RESOLVED, BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

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

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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.
- 3.8 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: _____

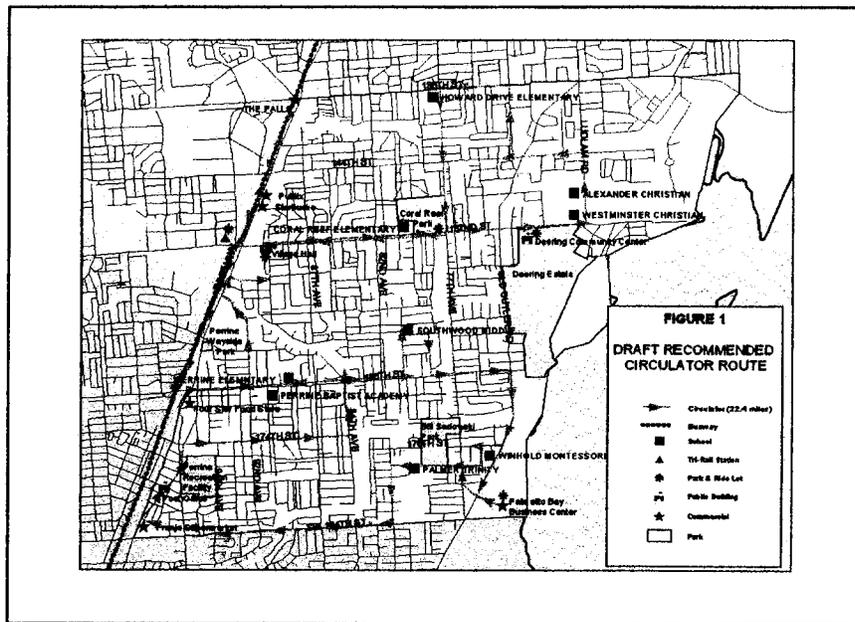
Approved as to Form and Legal Sufficiency

By: _____
Village Attorney

Exhibits

Exhibit A

Transportation Services (One Route)



Transportation Services (Two Routes)

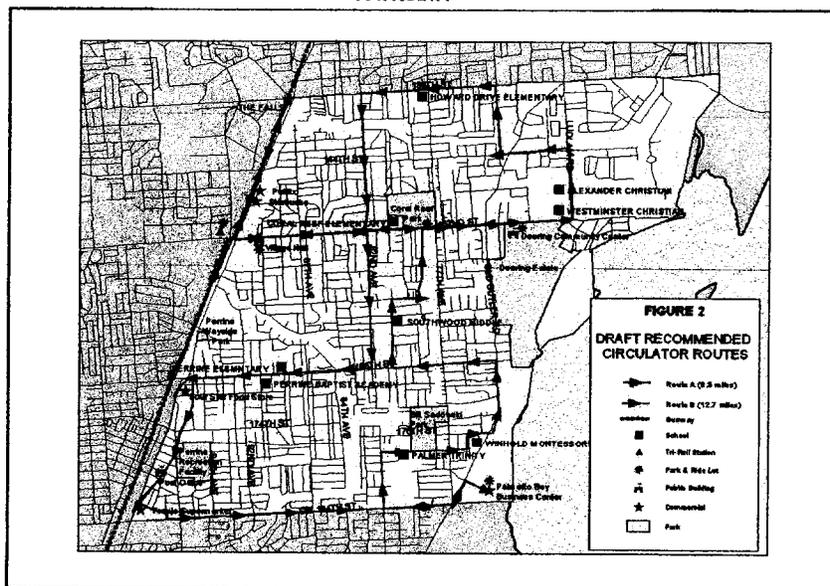


Exhibit B

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.*