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RESOLUTION NO. 09-51

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO MIAMI-DADE TRANSIT AGENCY (MTA) FOR FEDERAL FUNDING PASS-THROUGH ARRANGEMENTS WITH THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) OF 2009 FEDERAL TRANSIT (FTA 5307); AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH MTA TO PROVIDE TRANSIT ENHANCEMENTS WITHIN VILLAGE BOUNDARIES; FURTHER AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL STEPS NECESSARY FOR PARTICIPATION IN THE FEDERAL FUNDING GRANT PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 17, 2009, President Barack Obama signed the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5-ARRA), which includes \$8.4 billion for transit capital improvements; and,

WHEREAS, of those funds, the Miami Urbanized Area is sharing \$139,733,611 split between Miami-Dade Transit (MDT), Palm Tran (in Palm Beach County), Broward County Transit (BCT), and the South Florida Regional Transportation Authority (SFRTA); and,

WHEREAS, the MDT allocation is \$69,802,389. However, the Metropolitan Planning Organization (MPO) Board approved 20% of the MDT share for use by the municipalities in Miami-Dade County, totaling \$13,960,478; and,

WHEREAS, the allocation was based on population and stipulated that in the eventuality that a municipality did not use its share, this funding would revert to MDT; and,

WHEREAS, these agreements include an administrative reimbursement, related to project administration, whereas MDT is proposing to negotiate the 5% administrative fee with each municipality; and,

WHEREAS, the Village submitted two (2) capital improvement projects to Miami-Dade County Metropolitan Planning Organization ("MPO") in March 2009; and,

WHEREAS, a total of \$240,401.85 has been allocated to the Village for capital improvement projects; and,

WHEREAS, the Interlocal Agreement authorizes Miami-Dade Transit, an Urbanized Area Formula Program grantee to pass through Federal Transit Administration (FTA 5307) the American Recovery and Reinvestment Act (ARRA) funding for the Village of Palmetto Bay, a designated FTA funding recipient; and,

1 **WHEREAS**, the authorization of the Village Manager to sign all future documents
2 pertaining to Village federal funding pass-through arrangements with the ARRA of 2009 Federal
3 Transit (FTA5307) will expedite the approval process of any required documentation in order to
4 meet the strict timeframes established by the stimulus bill; and,
5

6 NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE
7 COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:
8

9 **Section 1.** The Village Manager is authorized to enter into an Interlocal Agreement with
10 Miami-Dade County for federal funding pass-through arrangements with the ARRA of 2009 Federal
11 Transit (FTA5307).
12

13 **Section 2.** The Village Manager is the authorized agent to sign all future documents.
14

15 **Section 3.** Resolution shall take effect immediately upon approval.
16

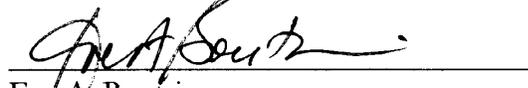
17 PASSED and ADOPTED this 1st day of June, 2009.

18
19
20 Attest:


21 Meghan Rader
22 Village Clerk


23 Eugene P. Flinn, Jr.
24 Mayor

25
26 APPROVED AS TO FORM:

27 
28
29 Eve A. Boutsis,
30 Office of Village Attorney

31 FINAL VOTE AT ADOPTION:

32
33
34 Council Member Ed Feller YES
35
36 Council Member Howard J. Tendrich YES
37
38 Council Member Shelley Stanczyk YES
39
40 Vice-Mayor Brian W. Pariser YES
41
42 Mayor Eugene P. Flinn, Jr. YES

**Interlocal Agreement Between
Miami-Dade Transit Agency and the Village of Palmetto Bay
For Federal Funding Pass-Through Arrangements with the American Recovery
and Reinvestment Act (ARRA) of 2009 Federal Transit (FTA 5307) for the Village to
Complete Enhancements**

This is an Interlocal Agreement, made and entered into by and between Miami-Dade Transit, a department of 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, Miami-Dade Transit, an Urbanized Area Formula Program grantee agrees to pass through Federal Transit Administration (FTA) 5307 the American Recovery and Reinvestment Act (ARRA) funding for the **Village of Palmetto Bay**, a designated FTA funding recipient.

WHEREAS, using that funding, the **Village of Palmetto Bay** will provide transportation services within the Village to benefit local residents and businesses within the Village; and

WHEREAS, the Village will provide the citizens of the **Village of Palmetto Bay** with improved public transportation by constructing a circulator storage lot to park and maintain Village shuttle buses, install curb ramps, sidewalk connectivity to bus stops, bus benches and bus stop signage operating, directly or through a transportation contractor, which will meet the local needs; and

WHEREAS, the provision of regularly scheduled transit services which may connect with existing Miami-Dade Transit (MDT) Metrobus services and help increase the use of the transit 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. The American Recovery and Reinvestment Act (ARRA).
- 1.2 "Contractor" shall mean any entity, public or private providing public circulator services as described in this Agreement under contract to the Village of Palmetto Bay.
- 1.3 "Circulator" shall mean fixed route or semi-fixed route public transportation services where at least seventy (70%) percent 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" shall mean **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 "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 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 **Village of Palmetto Bay**. 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 circulator storage lot, curb ramps, sidewalk connectivity, bus benches and signage 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 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 circulator service.
- 2.7 Purchase of Services/Sole Responsibility. Village 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's circulator storage lot, curb ramps, sidewalk connectivity, bus benches and signage 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 contracts with the County to provide STS service for trips which have both their origin and destination within the Village's circulator storage lot, curb ramps, sidewalk connectivity, bus benches and signage service area, as the County shall continue to provide such trips as part of its STS service at no cost to the Village. To the extent that any terms in 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 shall certify that it will have a 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 USDOT, related to transit operation. 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 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 Mayor and the Village Manager, or his/her 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, Village Manager or their designees.

ARTICLE 3

VILLAGE OF PALMETTO BAY CIRCULATOR STORAGE LOT, CURB RAMPS, SIDEWALK CONNECTIVITY, BUS BENCHES AND SIGNAGE SERVICES

- 3.1 Provision of Village Circulator Services. The Village shall provide public transportation services to the citizens of the Village of Palmetto Bay. Any changes to routes/schedules 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 Mayor of the Village of Palmetto Bay, or their designees.
- 3.2 Connection and Coordination with County Bus Routes. These routes may complement existing County Metrobus routes and will provide the citizens of **Village of Palmetto Bay** with improved public transportation, which will meet the local public needs. The installing of curb ramps, sidewalk connectivity, bus benches and signage will benefit the citizens and local businesses.
- 3.3 Operation of Routes in Their Entirety. The Village of Palmetto shall be responsible for ensuring that bus route(s) are operated in their entirety with no deviation from the approved routes and schedules unless otherwise authorized by the Village.
- 3.4 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.
- 3.5 Use of Logo. FTA has logo uniquely identifying ARRA projects such logo shall at all times be displayed on the exterior of all vehicles purchased ~~operation~~ pursuant to this Agreement. The County shall allow the display of the Circulator service logo on the County's bus stop signs at all stop common to the Village and the County bus routes. The Village shall be responsible for placing the logo on the pertinent bus benches and signs where space is available for such logos to be placed.
- 3.6 Bus Stop and Signposts. The Village of Palmetto Bay may provide, install, and maintain bus stop signs and signposts at stops along the Village's bus Circulator routes, which are not also stops for Metrobus routes. If the Village, its contractor, licensee, permittee, or assignee wishes to install bus stop signs at common bus stops, MDT must agree to such action and the Village shall provide facilities that can accommodate Metrobus bus stop information. That accommodation shall be either in the form of space for Metrobus route decals or space for Metrobus signs common to all other Metrobus stop signs. If Metrobus information is to be displayed on Village bus stop signs, 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 County. The Village shall be responsible for installing the Metrobus stop information in the bus stop sign facility per the specification of the County. If the Village moves or discontinues the bus stop where the sign is the Village's, the Village shall be responsible for the cost of moving or removing the Metrobus stop information. If the County moves or discontinues the bus stop where the sign is the County's, the County shall be responsible for the cost of moving or removing the **Village of Palmetto Bay** stop information.
- 3.7 Bus Benches. The Village of Palmetto Bay may provide, install, and maintain bus benches at stops along the Village's bus Circulator routes, which are not also stops for Metrobus routes. If the Village, its contractor, licensee, permittee, or assignee wishes to install bus benches at common bus stops, MDT must agree to such action. That accommodation shall

be either in the form of space for Metrobus route decals or space for Metrobus signs common to all other Metrobus stop signs. If the Village moves or discontinues the bus stop where the bus bench is the Village's, the Village shall be responsible for the cost of moving or removing the bus bench. If the County moves or discontinues the bus stop where the bus bench is the County's, the County shall be responsible for the cost of moving or removing the **bus bench**.

- 3.8 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 of Metrobus service.

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 monthly/quarterly as required by the County, State or FTA. The FTA through Miami-Dade County requires quarterly Financial Status Reports (FSR), Milestones, and Ridership Reports. The Village shall also report monthly ridership performance data. The Village 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 shall provide additional information about the Village constructing a circulator storage lot, installation of curb ramps, sidewalk connectivity to bus stops, bus benches and bus stop signage operations as requested by the County within thirty (30) days, unless a different time period is agreed upon, in writing, by the Village Manager and the County Mayor or his/her designee.
- 4.3 Administrative Fees. The Village shall pay the County a 5% fee of the FTA FY 2009 award of **\$253,054.58** totaling **\$12,652.73** for grant administration, finance, project management, and performance reporting. The County shall be entitled to an administrative fee of 5% for any and all future FTA 5307 grants awarded to the Village for which the County provides grant application, grant administration, finance, project management and performance reporting services.
- 4.4 National Transportation Database (Section 15) Reporting. Timely Annual Reporting Statistics as required by the Federal Transit Administration (FTA), National Transit Database, as defined in the annual FTA National Transit Database Reporting Manual and FTA Circular 2710.2A, "Sampling Procedures for Obtaining Demand Responsive Bus System Operating Data" which may be amended from time to time by the FTA (Formerly known as Section 15 Reporting). Supporting documentation shall be submitted to the County if requested in writing. Annual audit statement will be required and records shall be maintained for no less than five (5) years for FTA triennial review.
- 4.5 Accidents and Incidents. In addition to emergency and police notifications, the Village shall be responsible for ensuring that all accidents and incidents are promptly reported to the County and subsequently that adequate and appropriate documentation of investigation, using National Safety Council definitions, be furnished to the County within three (3) working days. Initial notification of accidents or incidents shall be reported on a form approved by the County within 24 hours of occurrence. Any accident involving major damage, serious personal injury or loss of life shall be reported to the County within 1 hour of occurrence. Records shall be kept for at least three (3) years for each accident a vehicle is involved in, including the repair work required to return the vehicle to service.
- The Village must also provide to the Miami-Dade County Consumer Services Department (CSD); Passenger Transportation Regulatory Division (PTRD) one (1) copy of each accident report within 72 hours of such accident. The Village must also furnish the County all accident and incident data as required for the FTA National Transit Database (NTD), as defined in the FTA NTD Safety and Security Reporting Manual, including the Major Incident Report (within 30 days of occurrence) and the Non-Major Summary Reports (monthly, before end of month following report month).

ARTICLE 5
INSURANCE

The parties hereto acknowledge that 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 768.28, F.S. The Village shall collect and keep on file documentation of insurance of any and all private providers operating the **Village of Palmetto Bay** 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 1, as a 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 bus service operations.

Figure 1

Insurance Check List

(Form H from **Village of Palmetto Bay** Request for Proposals for Contract for Municipal bus Services)

- _____ 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:

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

IDEMNIFICATION

- 6.1 The Village 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 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 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 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. There are no matching funds required for this American Recovery and Reinvestment Act (ARRA) FTA program.
- 7.2 Curb Ramps and Sidewalks. The Village shall, at its sole option, provide, install, and maintain curb ramps, sidewalk connection to bus stops and other bus stop furnishings, at bus stops along the Village of Palmetto Bay's circulator route where the Village, or its contractor, feels that there is a need for such furnishings.
- 7.3 Bus Benches and Signage. The Village shall, at its sole option, provide, install, and maintain bus stop sites, including bus benches and signage at stops along the Village of Palmetto Bay's circulator routes where the Village, or its contractor, feels that there is a need for such furnishings.
- 7.4 Comparable Agreements. In the event that the County enters into an Interlocal Agreement with any other municipality for bus 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, 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 Term 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 his/her designee and authorized Village 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 has 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 construction of a circulator storage lot, curb ramps, sidewalk connectivity, bus benches and signage 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 Mayor. 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 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 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 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 Agency
701 N.W. First Court, Suite 1700
Miami, FL 33136

Attention: Director, Miami-Dade Transit
Fax: 786.469.5580

FOR VILLAGE OF PALMETTO BAY:

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

Attention: Ron E. Williams, Village Manager
Village of Palmetto Bay
Fax: 305-259-1290

- 8.7 Name of Payee. The name of the official payee to whom the County shall issue checks shall be 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

County Clerk

By its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
County Mayor

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

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I, HARVEY RUVIN, Clerk of the Circuit and County Courts, in and for Miami-Dade County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said county, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Resolution No. R- _____, adopted by the said Board of County Commissioners at its meeting held on _____, as appears of record.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this _____ day of _____, A.D., 2009.

HARVEY RUVIN, Clerk
Board of County Commissioners
Miami-Dade County, Florida

By: _____
Deputy Clerk

Transportation Improvements – Village of Palmetto Bay at Work ADA Accessibility and Signage at Stops for Shuttle Buses

MIAMI-DADE
COUNTY



Fast Facts

Costs:

Construction/Inspection—
Approximately
\$93,055

Project Total—
Approximately
\$93,055

Schedule:

Contract Advertisement:
Second Quarter of 2009

Contract Award:
Third Quarter of 2009

Beginning of Construction:
Third Quarter of 2009

Anticipated completion:
Second Quarter of 2009

Jobs Created/Supported
Estimated: 6

Project Summary

The Village of Palmetto Bay ADA accessibility and signage at stops for shuttle buses is needed to assist riders in locating Village shuttle bus stops and provide accessibility for disabled riders. It is important that bus stops are easily identifiable, safe, accessible, and a comfortable place to wait for the bus to improve access to bus stops, including sidewalks, safe street crossings, and accessible curb ramps. The Village proposes to install sidewalk connection where there is missing sidewalks. ADA curbs ramps will be installed in places where sidewalks connect to a transit stops. The bus stop signage is designed to withstand 150 mph windload with consistent placement with customer information on signage. Signage is a critical element to increasing ridership on Village transit routes that connect to Miami-Dade County transit routes.

Project Support (as of 3/19/09)

The Village transit system is a fixed-route service and is designed to connect with Miami-Dade County Transit Authority bus routes within the Village and connection to the busway along US-1. Currently there is no bus stop signage and customers call the Village administrative office for information about bus stop locations which is ineffective. The ridership is not at capacity for lack of signage and because there is no on demand service ADA accessibility is greatly needed. Ridership will increase at all bus stops once these enhancements have been implemented.

Transportation Improvements – Village of Palmetto Bay at Work Asphalt Storage to Park and Maintain Village Shuttle Buses

MIAMI-DADE
COUNTY



Fast Facts

Costs:

*Design and Engineering—
\$7,634.70*

*Construction/Inspection—
Approximately
\$152,365.30*

*Project Total—
Approximately
\$160,000*

Schedule:

*Contract Advertisement:
Second Quarter of 2009*

*Contract Award:
Third Quarter of 2009*

*Beginning of Construction:
Third Quarter of 2009*

*Anticipated completion:
Fourth Quarter of 2009*

**Jobs Created/Supported
Estimated: 14**

Project Summary

The Village of Palmetto Bay asphalt storage lot for the shuttle buses will be utilized as a secured parking facility and for the maintenance of the shuttle buses. The storage lot will be located at the Public Works Operations Facility. The storage lot must be large enough to store and maintain three (3) shuttle buses and provide parking for three (3) drivers' personal vehicles. In order to meet building code regulations the storage lot must also include two (2) ADA parking spaces. The storage lot will also require drainage for proper stormwater runoff.

Project Support (as of 3/19/09)

The Village of Palmetto Bay currently does not have a storage lot to park and maintain the Village Shuttle Buses. The current storage lot for the Village shuttle buses is the parking lot where the Village of Palmetto Bay leases office space. The current storage property is not owned by the Village of Palmetto Bay, therefore lacks security and reliability for the shuttle buses and shuttle bus drivers. The Village acquired a property for the Department of Public Works to be utilized as an Operations Facility. The Public Works Operations Facility will be utilized as the storage lot for the Village Shuttle Buses. The shuttle buses will be safely secured and have a location to be maintained at the Public Works Operations Facility. The drivers of the shuttle buses will also have a safe and secured storage lot to park their personal vehicles. Currently, the Village contracts the shuttle bus services but is planning to in-house the services. Once the services are in-housed the Village will necessitate ample space to service and maintain the shuttle buses while still providing parking for the three (3) shuttle buses and the three (3) drivers' personal vehicles.

FEDERAL TRANSIT ADMINISTRATION STIMULUS FUNDS (ARRA) FOR MIAMI-DADE MUNICIPALITIES

TOTAL ARRA per MIAMI URBANIZED AREA: \$ 139,733,611.00

ALLOCATION per UZA TRANSIT AGENCIES:

| | Broward County Transit | Miami-Dade Transit | Palm Tran | SFRTA | TOTAL |
|-----------------------|------------------------|--------------------|------------------|------------------|-------------------|
| PERCENTAGE | 25.10% | 50.00% | 15.20% | 9.70% | 100.00% |
| TOTAL 5307 ALLOCATION | 33,482,635.00 | 66,531,274.00 | 20,240,099.00 | 12,931,309.00 | 133,185,317.00 |
| TOTAL 5340 ALLOCATION | 1,646,234.00 | 3,271,115.00 | 995,146.00 | 635,799.00 | 6,548,294.00 |
| TOTAL 2009 ARRA | \$ 35,128,869.00 | \$ 69,802,389.00 | \$ 21,235,245.00 | \$ 13,567,108.00 | \$ 139,733,611.00 |

POPULATION ESTIMATES: Municipalities and Unincorporated

TOTAL ALLOCATION 20% of MDT 13,960,477.80

| MUNICIPALITIES | March 5, 2009 | | Percent of Incorporated | ALLOCATION (\$13,960,477.80 *Percent-Admin Fee) |
|----------------------------------|---------------------------|------------------|----------------------------|--|
| | April 1, 2008 Estimate | FEDERAL REGISTER | | |
| MIAMI-DADE MUNICIPALITIES | | \$ 13,960,477.80 | 100.0000% | |
| Aventura | 31,306 | 312,110.70 | 2.2357% | 296,505.17 |
| Bal Harbor | 3,327 | 33,167.54 | 0.2376% | 31,509.17 |
| Bay Harbor Island | 5,178 | 51,626.35 | 0.3698% | 49,045.03 |
| Biscayne Park | 3,300 | 32,896.09 | 0.2356% | 31,251.29 |
| Coral Gables | 46,185 | 460,444.73 | 3.2982% | 437,422.49 |
| Cutter Bay | 41,930 | 418,027.67 | 2.9944% | 397,126.28 |
| Doral | 34,612 | 345,067.12 | 2.4717% | 327,813.77 |
| El Portal | 2,523 | 25,154.65 | 0.1802% | 23,896.92 |
| Florida City | 10,279 | 102,478.56 | 0.7341% | 97,354.63 |
| Golden Beach | 955 | 9,520.96 | 0.0682% | 9,044.92 |
| Hialeah | 230,084 | 2,293,848.80 | 16.4310% | 2,179,156.36 |
| Hialeah Gardens | 21,116 | 210,516.88 | 1.5079% | 199,991.04 |
| Homestead | 59,917 | 597,347.56 | 4.2788% | 567,480.18 |
| Indian Creek Village | 58 | 583.12 | 0.0042% | 553.97 |
| Islandia | 6 | 60.32 | 0.0004% | 57.31 |
| Key Biscayne | 11,653 | 116,171.86 | 0.8321% | 110,363.27 |
| Medley | 1,136 | 11,320.60 | 0.0811% | 10,754.57 |
| Miami | 409,673 | 4,084,282.85 | 29.2560% | 3,880,068.71 |
| Miami Beach | 94,834 | 945,460.98 | 6.7724% | 898,187.93 |
| Miami Gardens | 112,110 | 1,117,692.92 | 8.0061% | 1,061,808.28 |
| Miami Lakes | 27,259 | 271,764.74 | 1.9467% | 258,176.50 |
| Miami Shores | 10,744 | 107,113.37 | 0.7673% | 101,757.70 |
| Miami Springs | 13,672 | 136,299.60 | 0.9763% | 129,484.62 |
| North Bay Village | 6,872 | 68,506.71 | 0.4907% | 65,081.38 |
| North Miami | 60,192 | 600,092.25 | 4.2985% | 570,087.64 |
| North Miami Beach | 41,224 | 410,990.00 | 2.9440% | 390,440.50 |
| Opa-locka | 15,274 | 152,275.12 | 1.0908% | 144,661.36 |
| Palmetto Bay | 25,383 | 253,054.58 | 1.8126% | 240,401.85 |
| Pinecrest | 19,618 | 195,586.96 | 1.4010% | 185,807.61 |
| South Miami | 11,277 | 112,431.84 | 0.8054% | 106,810.25 |
| Sunny Isles Beach | 20,341 | 202,795.55 | 1.4526% | 192,655.77 |
| Surfside | 5,838 | 58,201.55 | 0.4169% | 55,291.47 |
| Sweetwater | 14,371 | 143,276.95 | 1.0263% | 136,113.10 |
| Virginia Gardens | 2,317 | 23,103.67 | 0.1655% | 21,948.49 |
| West Miami | 5,738 | 57,206.22 | 0.4098% | 54,345.91 |
| TOTAL | 1,400,303 | 13,960,479 | 100.00% | \$ 13,262,455.41 |
| | | | | \$ 698,023.97 |
| | | | | \$ 13,960,479.38 |

Memorandum



Date: May 19, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

Agenda Item No. 14(A)(4)

From: George M. Burgess
County Manager

Subject: Application for FY 09 Federal Section 5307 Formula Grant for American Recovery and Reinvestment Act (ARRA) Funds in the Amount of \$69,802,389

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) authorize the filing of a grant application on behalf of Miami-Dade County with the United States Department of Transportation (USDOT), Federal Transit Administration (FTA) for \$69,802,389 in Fiscal Year (FY) 2009 Section 5307 Formula funds under the American Recovery and Reinvestment Act (ARRA) of 2009. It is further recommended that the Board authorize the execution of this grant agreement pursuant to the application; the receipt and expenditure of funds as specified in the agreement; and execution of Interlocal Agreements between Miami-Dade Transit (MDT) and the respective municipalities receiving funds from the ARRA through MDT.

A public hearing is required in accordance with Federal Transit Administration (FTA) regulations.

SCOPE

As these funds provide support for multiple bus and rail projects, the impact of this grant will be countywide.

FISCAL IMPACT

There will be no fiscal impact to the County since there is no required match for these funds under the ARRA.

TRACK RECORD/MONITOR

MDT has entered into numerous funding agreements with USDOT over the course of more than twenty-five (25) years. The project manager for these grant applications is Doug Greist, Manager, MDT Grants Administration.

DELEGATED AUTHORITY

In accordance with Section 2-8.3 of the Miami-Dade County Code related to identifying delegation of Board authority, there are no authorities beyond that specified in the resolution which include for the Mayor, or Mayor's designee, to execute the agreement; receive and expend these and any additional funds should they become available; and to executive Interlocal Agreements between MDT and the respective municipalities receiving funds from the ARRA through MDT.

BACKGROUND

On February 17, 2009, President Barack Obama signed the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5-ARRA), which includes \$8.4 billion for transit capital improvements. Of those funds, the Miami Urbanized Area is sharing \$139,733,611 split between Miami-Dade Transit (MDT), Palm Tran (in Palm Beach County), Broward County Transit (BCT), and the South Florida Regional Transportation Authority (SFRTA).

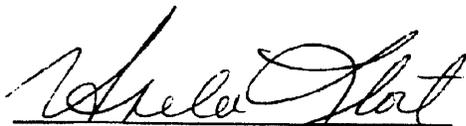
The MDT allocation is \$69,802,389. However, the Metropolitan Planning Organization (MPO) Board approved 20% of the MDT share for use by the municipalities in Miami-Dade County, totaling \$13,960,478. The allocation was based on population and stipulated that in the eventuality that a municipality did not use its share, this funding would revert to MDT. The MDT allocation prior to any municipal residual is \$55,841,911. Because MDT is the only designated recipient of 5307 formula funds in Miami-Dade County, it will be responsible for submitting the grant application, overseeing project management, and reporting on all of the project's progress (inclusive of the municipalities) through the life of the grant. MDT must submit a single grant application to FTA for the entire \$69.8 million and will incorporate all of the projects from participating municipalities within that application. Appropriate Interlocal Agreements between MDT and each municipality will be a part of the single FTA grant agreement. These agreements will include an administrative reimbursement, related to project administration, to MDT for 5% for each municipal allocation.

Goals of the ARRA include the preservation or creation of jobs and promotion of economic recovery, as well as the investment in transportation, environmental protection and other infrastructure providing long-term economic benefits. An estimated 1,773 jobs are expected to be preserved or created from the projects submitted by MDT and the municipalities. Only capital expenditures are eligible for funding under the ARRA. Some of the eligible project areas include preventive maintenance, transit-related ITS, rehabilitating buses, and overhauling of rail rolling stock.

Among the projects included in MDT's \$55.8 million are the Palmetto Metrorail Station Traction Power Sub-Station Upgrade and Repair, Kendall Drive Bus Rapid Transit (BRT) project including purchase of hybrid buses and construction of new stations along both sides of Kendall Drive, Metromover Escalator Replacement (inner loop) and Canopies, Metrorail Graphics and Signage Upgrades, Metromover Video Safety & Security Enhancements providing CCTV surveillance of the Metromover platform and station areas to Central Control, and Metromover Fiber Replacement to improve the availability and reliability of the Metromover Data Transmission System. Specific projects details are attached for both MDT and municipalities.

Projects incorporated within the \$13.9 million allocated to the municipalities primarily include purchase of buses and construction of bus shelters. Miscellaneous projects such as improvement of ADA accessibility, addition of bus benches and signage, and construction of sidewalks and bus lanes are also included in the types of projects submitted by the municipalities. In an effort to expedite the municipal projects, authority to execute Interlocal Agreements between MDT and the respective municipalities is requested. A sample of such an Interlocal Agreement previously approved by the Board is attached.

In order to ensure receipt of these funds, the application must be submitted to FTA prior to June 1, 2009. It is expected that approximately 60 days will be required for the review and approval process prior to the obligation of funds by FTA in August or September 2009.


Assistant County Manager