

Memorandum



Date: March 7, 2017

To: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution Approving an Interlocal Agreement Between Miami-Dade County and the City of Miami Beach for the Provision of Public Transportation Services and Operation of the South Beach Trolley and Authorizing the County Mayor or County Mayor's Designee to Discontinue the South Beach Local Route (Route 123) Upon the City of Miami Beach Beginning the South Beach Trolley Route

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve an Interlocal Agreement (Agreement) between Miami-Dade County (County) and the City of Miami Beach (City) for the provision of public transportation services and operation of the South Beach Trolley.

SCOPE

This Interlocal Agreement allows the City to provide municipal circulator services within the South Beach area bounded by Washington Avenue to the East, Dade Boulevard to the North, West Avenue to the West and South Pointe Drive to the South. The proposed South Beach Trolley route and service plan represents an enhancement to mobility within the area as it features the following:

- A new fleet of ten low-floor vehicles with a capacity of 30 passengers for each vehicle
- Air Conditioning in all vehicles
- Fare free service
- 10-15 minute frequency
- Real time information of vehicles both via phone and mobile application
- Customer service tailored to the South Beach atmosphere
- Service from 6:00 AM to 12:00 AM, Monday through Saturday
- Service from 8:00 AM to 12:00 AM on Sundays
- Year-round service
- More frequent connection to County regional routes: C, M, 120 and S

The proposed route will serve several points of interest including but not limited to: Lummus Park, Publix Supermarket, South Shore Branch Library, South Pointe Park, Whole Foods Market, Flamingo Park, Lincoln Mall, Washington Avenue Shops, Miami Beach Convention Center, the Fillmore Miami Beach, the Jackie Gleason Theatre, 17 Street, and City Hall.

The Agreement replaces an existing Interlocal Agreement between the County and the City which provides for the operation of the South Beach Local service (Route 123). The Agreement for the proposed South Beach Trolley incorporates language extending the South Beach Local service until the next available Miami-Dade Department of Transportation and Public Works (DTPW) line-up when the bus service may be smoothly transitioned to trolley service, avoiding interruptions in service.

Upon the City beginning the operation of the South Beach Trolley route, the County Mayor or the County Mayor's designee is authorized to discontinue County operation of the South Beach Local route (Route 123). Since this item authorizes the County Mayor or the County Mayor's designee to discontinue a route, a public hearing is required in accordance with Section 2-150 of the County Code.

FISCAL IMPACT

The County currently pays for two-thirds (2/3) of the annual operating cost of the South Beach Local (approximately \$2.6 million). The City has expressed its commitment to completely fund the proposed South Beach Trolley, yielding an annual savings to the County of approximately \$2.6 million. The proposed service will be free to the end-user.

TRACK RECORD/MONITOR

The project manager for the Agreement will be Gerald Bryan, Chief of Service Planning and Scheduling, DTPW.

BACKGROUND

In 1998, the City started the operation of the Electrowave Shuttle, a transit service designed as an alternative form of public transportation on the eastern side of South Beach (mainly along Washington Avenue) in order to mitigate impacts of traffic congestion and lack of parking facilities.

The City approached the County in 2004 to outline a scope of services and plans for a possible DTPW operation of the Electrowave. An agreement was reached to have DTPW operate the Electrowave service through an enhancement of DTPW's Route W. Prior to the enhancement, Route W operated a one-direction service along 17 Street, West Avenue/Alton Road, South Pointe Drive and Washington Avenue. Upon the merger of both routes, the service became bi-directional and was renamed to "The South Beach Local." The South Beach Local began interim operation in September 2005 and permanent operation in February 2006.

As part of the agreement for the South Beach Local, it was negotiated by the County and the City that approximately one-third (1/3) of the overall annual operational cost of the route would be covered by the City. In February 2012, the South Beach Local Agreement between the County and the City was renewed for an additional five-year term, and an option to renew upon mutual agreement was included.

In January 2016, the City Commission approved a route and service plan for a South Beach Trolley and directed the City's Administration to work with the County to develop an Interlocal Agreement. DTPW staff advised the City that the proposed service was duplicative of DTPW's South Beach Local route and that no Interlocal Agreement with a duplication of services could be approved. As such, DTPW advised the City to provide a formal response regarding the upcoming renewal of the South Beach Local Agreement in order to properly inform the Board, and determine the best course of action.


In June 2016, the City formally notified DTPW of its desire to extend the current Interlocal Agreement between the County and the City for the operation of the South Beach Local until vehicles for a City-operated trolley service were manufactured and ready for a seamless transition, at which time the South Beach Local service would be discontinued.

DTPW has reviewed the proposed route alignment and service plan, and agrees that it represents an improvement to mobility within the vicinity given that it proposes, among other things, a new fleet of vehicles and higher frequency of service consistent throughout the day. It also provides DTPW with an opportunity to reallocate funding currently dedicated to the South Beach Local route to address other regional transportation needs.

The proposed South Beach Trolley would be completely financed and operated by the City through a full-turnkey contract with a third party (an opportunity to bid for the service was provided to the County). Transit operators currently assigned to the South Beach Local route will be able to choose work assignments in other DTPW operated routes through the department's bi-annual bid process.

The Agreement allows the City to provide residents and visitors with public transportation services in accordance with Chapter 31, Article III, Section 31-113 of the County Code, which relates to the ability of municipalities to operate public transit services only under Interlocal Agreements with the County.

The City will operate the service at no cost to patrons. In the case the City may charge a fare, similar to other agreements for service, the Agreement requires the City to enact a fare structure to include the acceptance of all DTPW passes, transfers, or identifications entitling an eligible passenger to ride the service without paying an additional fare (i.e., Patriot Passport and Golden Passport) or for half fare (i.e. kindergarten – 12th grade students).



Alina T. Hudak
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: March 7, 2017

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

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

Approved _____ Mayor _____ Agenda Item No. _____
Veto _____
Override _____

RESOLUTION NO. _____

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI BEACH FOR THE CREATION OF THE SOUTH BEACH TROLLEY ROUTE TO PROVIDE PUBLIC TRANSPORTATION SERVICES AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND TO EXERCISE THE PROVISIONS CONTAINED THEREIN AND FURTHER AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO DISCONTINUE COUNTY OPERATION OF THE SOUTH BEACH LOCAL ROUTE (ROUTE 123) UPON THE CITY OF MIAMI BEACH BEGINNING OPERATION OF THE SOUTH BEACH TROLLEY ROUTE, WITH AN ANTICIPATED DATE OF NOVEMBER 2017

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, a public hearing was conducted at committee,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board: (1) approves an Interlocal Agreement between Miami-Dade County and the City of Miami Beach for the creation of the South Beach Trolley route to provide public transportation services; (2) authorizes the County Mayor or the County Mayor's designee to execute same and to exercise the provisions contained therein; and (3) authorizes the County Mayor or the County Mayor's designee to discontinue County operation of the South Beach Local route (Route 123) upon the City of Miami Beach beginning operation of the South Beach Trolley route, with an anticipated date of November 2017.

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

Esteban L. Bovo, Jr., Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

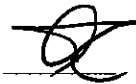
The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of March, 2017. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Annery Pulgar Alfonso



Interlocal Agreement Between
Miami-Dade County and the City of Miami Beach
For the Provision of Public Transportation Services
For the operation of the South Beach Trolley

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 City of Miami Beach, a municipal corporation of the State of Florida, hereinafter referred to as "the City".

WITNESSETH:

WHEREAS, the County currently operates the South Beach Local circulator service (Route 123) on behalf of the City and under the provisions established in the Interlocal Agreement approved by County resolution R-1009-05; and

WHEREAS, the South Beach Local route resulted from merging the abolished Electrowave and route W, operated by the City and County respectively until 2005; and

WHEREAS, the County is currently responsible for approximately 2/3 of the total cost or \$2,600,000 of the annual operation of South Beach Local; and

WHEREAS, the City has held discussions at several public hearings where Miami Beach residents have provided feedback regarding their transit needs in the South Beach area, including better connectivity between Alton Rd and Washington Ave, newer vehicles in operation, a friendlier customer service and higher frequency of service; and

WHEREAS, the City passed Resolution 2016-29269 approving a South Beach Trolley route and service plan (the South Beach Trolley Route) to replace the existing South Beach Local service and which takes into consideration the resident's feedback; and

WHEREAS, the City plans to outsource the operation of the proposed route on a full-turnkey basis through a third party contractor; and

WHEREAS, the City has identified local funding to cover 100% of the annual cost to operate the proposed route; and

WHEREAS, the City has provided an opportunity for the County to bid for said services; and

WHEREAS, the County's Department of Transportation and Public Works (DTPW) has reviewed the proposed route's alignment and service plan and agrees that it represents an improvement to mobility within the vicinity; and

WHEREAS, the proposed service requires the use of new vehicles which can take a minimum manufacturing time that may exceed the current term of the existing South Beach Local Agreement; and

WHEREAS, DTPW recommends any new service replacing the South Beach Local to align with a bus line-up in order to ensure a smooth transition of service (with line-ups occurring twice a year, in November and June); and

WHEREAS, this Interlocal Agreement involves the extension of the existing South Beach Local Interlocal Agreement until the next line-up upon all City's vehicles being delivered to the City and ready to operate.

NOW THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the County and the City 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 City.
- 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 City and said circulator service is operated by the City, 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 Department of Transportation and Public Works (DPTW), Miami-Dade County Consumer Services Passenger Transportation Regulatory Division (CSPTRD), and authorized representatives thereof.
- 1.5 "The City" shall mean City of Miami Beach and authorized representatives thereof.
- 1.6 "FDOT" shall mean the Florida Department of Transportation and authorized.
- 1.7 "DTPW" 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 "(CSPTRD)" shall mean the County Consumer Services Passenger Transportation Regulatory Division of Miami-Dade County
- 1.11 "PTRD" shall refer to the Passenger Transportation Regulatory Division of the County.
- 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 City 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 City of Miami Beach Circulator Services. The City 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 DTPW and CSPTRD. The City 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 City 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 City and its contractors shall maintain such certificates, registrations and permits current during the Period of this Agreement. In no event shall the City 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 DTPW and CSPTRD.
- 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 CSPTRD or DTPW. 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 CSPTRD or DTPW.
- 2.6 Proof of Compliance Prior to Operation. The City 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 City for the benefit of citizens of City of Miami Beach and of the County. City employees, agents and contractors providing transportation services shall be considered to be, at all times, solely employees, agents or contractors of the City under its sole direction and not employees, agents or contractors of the County.
- 2.8 Compliance with ADA. The City's circulator services shall comply with all applicable requirements of the ADA. The City and the County recognize their joint obligation to provide STS in the area served by the City's Circulator service. In fulfillment of the City's obligation, the City hereby allows the County to provide STS service at no cost to the City. 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 City 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 City shall be considered, along with private contractors, for provision of services to be provided by the City pursuant to this Agreement.
- 2.11 Drug-free Workplace and Testing. In accordance with the Code of Miami-Dade County, the City shall certify that it will have drug-free workplace program. Further, the City 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 City 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 City Representative. The City shall designate individual(s) to act as liaison to the County and notify the County thereof. The City shall promptly notify the County of any changes.
- 2.13 County Representative. The County shall designate individual(s) to act as liaison to the City and notify the City thereof. The County shall promptly notify the City of any changes.
- 2.14 Amendments or modifications. Amendments and modifications to this Agreement must be in writing and shall require the signatures of the County Mayor or designee and the City Manager, or designee, subject to authorization by their respective Boards. Notwithstanding the foregoing, amendments to this Agreement regarding alignments, schedules, and fares, ONLY as described in Section 2-150 (c) of the Miami-Dade County Code, may be approved by the County Mayor or designee and the City Manager or designees; changes shall be consistent with Chapter 31 of the Code of Miami-Dade County.

The following steps must be performed, during the planning phase of changes/modifications to the routes, schedules and fares: 1) advertise a notice of public hearing in English and Spanish; and 2) conduct a minimum of one public hearing that gives the community an opportunity to voice their opinion concerning the change; and 3) consider feedback within the proposed modification. The City must present proof to Miami-Dade County that these steps were followed prior to the route being implemented. In addition, the City must notify Miami-Dade County and seek County approval under the following circumstances:

- Prior to raising fares
- If the City decides to site or locate a vehicle storage facility, maintenance facility or operations center which requires land acquisition or the displacement of persons from their residences and businesses for which a National Environmental Policy Act (NEPA) process has not been completed (NOTE: A facility does not include bus shelters, transit stations or power substations)
- Prior to the submission of the City's Title VI Plan, the Public Participation Plan must be reviewed and approved by Miami-Dade County Office of Civil Rights and Labor Relations for the Department of Transportation and Public Works. The plan must include an outreach plan to engage the City's pre-determine traditionally underserved community
- Prior to conducting either an Environmental Assessment (EA) or an Environmental Impact Statement (EIS) for new projects

ARTICLE 3 CITY OF MIAMI BEACH TRANSPORTATION SERVICES

- 3.1.1 Route and Schedule. This Agreement provides consent for the City to provide public transportation services along the approved route (Figure 1), and schedule/service-plan (Figure 2), copies of which are attached and consistent with the starting date and terms as outlined in Section 8.1 of this Agreement.

- 3.1.2 Opportunity to Bid. The City shall give Miami-Dade County an opportunity to bid should the City decide to have a third party operate the transit services described herein.
- 3.1.3 Miscellaneous. The City or City's Contractor shall provide adequate customer service training to its employees. Drivers, dispatchers and supervisors shall be subject to a training program inclusive of the recommended practices established by the American Public Transportation Association (APTA) in documents, BTS-BO-RP-001-07 and BTS-BO-RP 0002-07 (copies have been previously been provided to the city).
- 3.2 Fares. The City shall operate the Circulator charging a Circulator fare in accordance with public transit fares established by the City of Miami Beach Commission, as may be modified from time to time. Initially no fare shall be collected until such a time as the City of Miami Beach Commission approves an alternative fare structure.
- If an alternate fare structure is enacted, the City shall accept DTPW passes, transfers, or identification entitling a passenger to ride a Circulator without paying any additional fare. Qualified passengers shall pay no fare. DTPW Easy Cards and Tickets, or identification entitling a passenger shall be accepted to enable passengers to ride the 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 in their Entirety. The City 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 County.
- 3.5 Circulator Shown on County Bus Schedules. The County shall provide information on the City's Circulator service through DTPW'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 City to DTPW.
- 3.7 Planning and Scheduling of Circulator Routes. The County, through the DTPW Director or his designee, may assist the City staff with technical support for planning and scheduling of City circulator services.
- 3.8 Use of Logo. The City 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 City and the County bus routes does not interfere with previously placed signage, and is done in coordination with DTPW staff. The City shall be responsible for placing the logo on the pertinent signs.

- 3.9 Bus Stop Signs and Signposts. The City may provide, install and maintain bus stop signs and signposts at stops along the City's Circulator routes. In the event that the City, its contractor, licensee, permittee, or assignee installs sign facilities that can accommodate Metrobus bus stop information, the County may elect to utilize the City's sign facility to display Metrobus bus stop information. If such election is made, DTPW shall provide to the City the materials to be displayed on the bus stop sign facility, in the size and format to be specified by the City and the City will remove the County's signs and return the signs to the County. The City shall be responsible for installing the Metrobus stop information in/on the bus stop sign facility.
- 3.10 Bus Passenger Shelters and Benches. The City agrees that it will be the responsibility of the City to comply with all ADA standards regulations with regards to accessibility to and from bus stops and bus shelters which the City installs.
- 3.11 Bus Stops and Bus Bays or Pull-outs. The City shall, at its sole option, provide, install, and maintain bus stop sites, including bus bays or pull-outs at Circulator stops along the City'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 City 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 Miami Beach Circulator in-service vehicles. Shall the County determine that existing shared bus bays are insufficient (space wise) for the bus volume, then the City shall identify new bay areas at its expense, where buses can be accommodated as needed.

ARTICLE 4

RECORDS AND REPORTS

- 4.1 Reporting Requirements. The City 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 City 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 City shall provide additional information about the City Circulator service operations as requested by the County within thirty (30) days, unless a different time period is agreed upon by the City and the County.

ARTICLE 5

INSURANCE

The parties hereto acknowledge the City is self-insured governmental entity subject to the limitations of Section 768.28, F.S. The City 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 City shall collect and keep on file documentation of insurance of any and all private providers operating in the City of Miami Beach Circulator service routes. In the event that the City contracts with a private vendor for services, the City shall require contractor to meet the insurance requirements shown in **Figure 3**, as minimum. The City 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 City 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	\$ _____
<u> X </u> Other blanket fidelity bond	\$ _____ 10,000.00

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

ARTICLE 6

INDEMNIFICATION

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

ARTICLE 7

FINANCIAL ASSISTANCE

- 7.1 Grant Matching Funds. The City 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 City, 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 City for the Circulator service, or for expansion of the Circulator service, in future years.
- 7.2 Bus Shelters and Benches. The City shall, at its sole option, provide, install, and maintain bus shelters, benches and other bus stop furnishings, at those Circulator service stops along the City's route where the City, or its contractor, feels that there is a need for such furnishings.
- 7.3 City'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 City its attributable share of federal formula funds received from US DOT no less than sixty(60) days after funding is received from the federal government, less any direct grants received by the City from the County for the Circulator, provided that the funds remitted to the City herein shall be used for the expansion, enhancement or maintenance of the Circulator service program.

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

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

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

7.4 City'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 City 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 City from the County for the Circulator. The State funding formula can be found at Section 341.052(6), F.S.

ARTICLE 8

TERMS, MODIFICATIONS AND MISCELLANEOUS PROVISIONS

- 8.1 Terms of Agreement. This Agreement shall remain in force for five years, with one (1) five-year option to renew under the same contract terms and conditions. Notwithstanding the foregoing, all parties have the right to terminate this Agreement pursuant to subsections 8.4 and 8.5. The City and County hereby agree that all terms and conditions of the attached exhibit A (South Beach Local Interlocal Agreement) remain in effect until the last day of the DTPW line-up following delivery of all vehicles required for the proposed South Beach Trolley service. The South Beach Local service may be properly discontinued by the City, without penalty, effective at the end of a DTPW line-up, following written notice from the City, provided at least one hundred and twenty (120) days prior to the end of the then current DTPW line-up, advising the County that the new fleet of vehicles and all personnel will be ready to start operation of the South Beach Trolley route at the next available line-up. In such case, the South Beach Trolley route shall commence operation pursuant to this Agreement no sooner than the next available line-up (November or June).
- 8.2 Renegotiation or Modification. Any substantive changes in the level of service to be provided by the City as set forth herein shall only be implemented after the County, the City 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 City 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. The City and its Contractor agree to comply with any portion of the Title VI and VII of the Civil Rights Act of 1964 applicable to the operation of this route.
- 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 City may terminate this Agreement without cause upon no less than sixty (60) days written notice to the other party. If the County or the City terminates this Agreement with or without cause, the City 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 e-mailed (with certified mail copy), return receipt requested, to the parties at the address indicated below:

FOR MIAMI-DADE COUNTY:

Miami-Dade Transportation and Public Works (DTPW)
701 NW 1st Court, 17th Floor
Miami, Florida 33136
Attention: Director
Fax: (786) 469-5406

FOR CITY OF MIAMI BEACH

City of Miami Beach
Transportation Department
1700 Convention Center Drive
Miami Beach, FL 33139
Attention: Director
Fax: (786) 394-5473

With a copy to:
City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL 33139
Attention: City Manager

- 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 four (4) 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:

CITY OF MIAMI BEACH
A Municipal Corporation of
the State of Florida

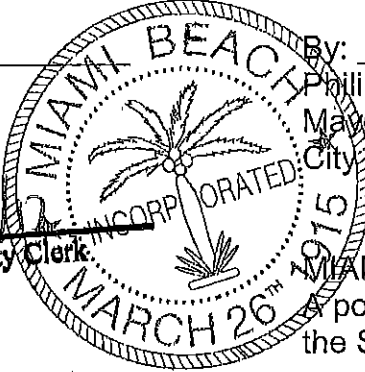
By: _____

By: _____

Philip Levine
Mayor
City of Miami Beach

ATTEST:

ATTEST: Rafael E. Granado, City Clerk



MIAMI-DADE COUNTY
A political Subdivision of
the State of Florida

HARVEY RUVIN, CLERK

By Its Board of County
Commissioners

By: _____

By: _____

DEPUTY CLERK

Date: _____

Carlos A. Gimenez
Miami-Dade County Mayor

Approved by County Attorney as
to form and legal sufficiency _____

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney

1-12-17

Date

Figure 1 (Map)

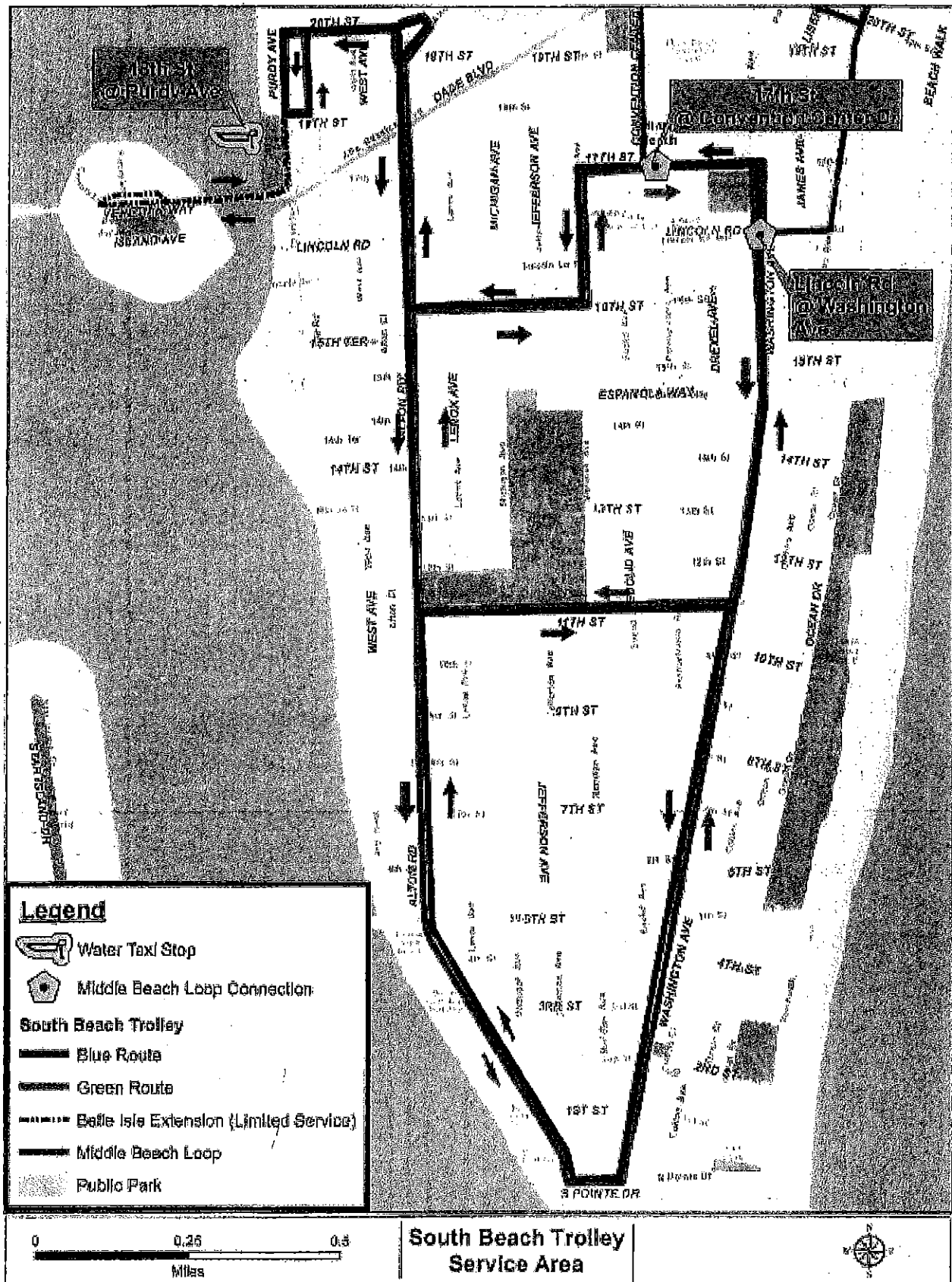


Figure 2 (Schedule and Service Plan)

Number of On-Route Vehicles:

Ten (10) low-floor trolley vehicles *(of which five (5) operate in the clockwise direction and five operate in the counterclockwise direction)*

Number of Spare Vehicles:

Two (2) trolley vehicles

Vehicle Capacity:

30 Passengers

Headways/Frequency:

10-15 Minutes

Hours of Operation (Including Holidays):

Monday-Saturday from 6:00 AM to 12:00 AM (18 hours/day)

Sundays from 8:00 AM to 12:00 AM (16 hours/day)

Exhibit A (South Beach Local Interlocal Agreement)

Doc# 2011-27773

10/19/11

2011-27773

**Interlocal Agreement
between
Miami-Dade County and the City of Miami Beach
for the Provision of
A Transit Circulator Route Service in South Beach
to be Known as the SOUTH BEACH LOCAL**

This is an Interlocal Agreement, made and entered into the _____ day of _____, 2011, by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as "the County", and the City of Miami Beach, a municipal corporation of the State of Florida, hereinafter referred to as "the City".

WITNESSETH:

WHEREAS, the County operates the South Beach Local as a two-way circular transit service to the eastern and western areas of South Beach; and

WHEREAS, both the City and the County wish to have the County continue to operate the circulator route service in South Beach, to be known as "The South Beach Local" and

WHEREAS, the South Beach Local provides transit service to connect commercial and recreational activity centers with the high density residential neighborhoods and tourist activities in South Beach, and would provide the advantages of small buses with short headways and low-cost fares to attract riders who would otherwise contribute to traffic congestion and parking shortages by driving; and

WHEREAS, the South Beach Local combines the transit resources of the County's consolidated routes to provide a circulator which maximizes service to the community, while eliminating service duplication and waste of public resources;

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

ARTICLE 1

DEFINITIONS

- 1.1 "ADA" shall mean the Americans with Disabilities Act of 1990, as amended.
- 1.2 "Contractor" shall mean any entity, public or private, providing public transit services or contributing to the provision of the services described in this Agreement under contract to the County.

- 1.3 "The County" shall include Miami-Dade County, the Miami-Dade Transit, the Miami-Dade Consumer Services Department, and authorized representatives thereof.
- 1.4 "The City" shall mean the City of Miami Beach and authorized representatives thereof.
- 1.5 "MDT" shall mean the Miami-Dade Transit and authorized representatives thereof.
- 1.6 "USDOT" shall refer to the U.S. Department of Transportation, its rules and regulations, and representatives thereof.
- 1.7 "Fare" for shuttle service shall mean the individual transportation fee paid by public transit passengers, in accordance with this Agreement.
- 1.8 "Line-up(s)" shall refer to the event(s) when new schedules or service is implemented by MDT in accordance with the CBA, as said term is defined in Subsection 1.9 below.
- 1.9 "CBA" shall mean Collective Bargaining Agreement between the Miami-Dade County and the Transport Workers Union Local 291.
- 1.10 "TWU" shall mean Transport Workers Union Local 291.
- 1.11 "The South Beach Local" shall mean a Bi-Directional Transit Circulator Route Service in South Beach, operating diesel minibuses.
- 1.12 "TOS" shall mean a Transit Operation Supervisor (TOS) who will be assigned to the zone where the South Beach Local bus service will be provided; a TOS will monitor the South Beach Local bus service on the field level.

ARTICLE 2

GENERAL REQUIREMENTS

- 2.1 Compliance with Applicable Laws and Regulations. The City and the County and their contractors, if any, shall comply with all existing and future laws, statutes, ordinances, codes, rules, regulations, CBA and procedural requirements, whether federal, state, or local, which are applicable to, or in any manner affect, the provision of the South Beach Local service. The County shall be responsible for ensuring compliance of its employees, contractors, agents, or assigns with all applicable County, State, and federal requirements, including, but not limited to,

all safety, mechanical, and vehicular standards mandated by appropriate laws, regulations, ordinances, and documents and complying therewith.

2.2 Vehicles. All vehicles utilized to provide the South Beach Local service shall be owned and maintained by the County and shall be part of the MDT fleet. The vehicles shall comply with all safety, mechanical, and vehicular standards mandated by any applicable County, State, and federal requirements including, but not limited to, all safety, mechanical, and vehicular standards. The vehicles shall be maintained in conformance with manufacturer's specifications, MDT standards, and in compliance with applicable federal funding requirements.

2.2.1 Vehicles shall be painted or decaled in distinctive livery, such as the special logos, colors and designs shown in **Exhibit A**. The logo of the South Beach Local service shall be displayed on the vehicles along with the logo or other branding being used by the County. The vehicles in this livery shall be used only for the South Beach Local service. In circumstances when the special-liveried buses are not available for service, standard Metrobus minibuses may be used.

2.2.2 All vehicles will be equipped with Automatic Passenger Counters (APC). All vehicles will be equipped with on-board surveillance equipment (voice and video) and automated vehicle locator (AVL) systems.

2.2.3 In the event that this Agreement is terminated prior to the useful life of the vehicles, as specified in Federal regulations, MDT shall reimburse FTA the depreciated value of the four (4) vehicles purchased with FTA funds that the City received as either a direct recipient or a pass through from MDT and that were transferred to the County. Any money remaining after the disposal of the buses and reimbursement to FTA shall be provided to the City. The vehicles purchased by the County shall remain part of the MDT service fleet and can be repainted or redecaled to conform to standard Metrobus livery then in effect.

2.2.4 In the event that this Agreement is terminated, the County agrees to allow the City to purchase additional diesel minibuses from its bus procurement contract and at the sole option of the City.

2.3 Compliance with Procurement Requirements. The County and the City agree to comply with applicable federal and state procurement requirements, as may be amended from time to time, when entering into contracts with third parties to fulfill the obligations under this Agreement.

2.4 Drug-free Workplace and Testing. In accordance with the Code of Miami-Dade County, the County, and its contractors, if any, shall continue to maintain a drug-free workplace program, including pre-employment drug testing and other periodic drug testing for all persons holding safety-sensitive positions, as defined

by USDOT, related to transit operations. Effective upon execution of the Agreement, the County shall require that its employees and contractors, if applicable, comply with all applicable requirements of the 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.

2.5 County Representative. The County will enhance service supervision for the South Beach Local service by assigning a Transit Operation Supervisor (TOS) to the zone where the service will be provided; a TOS will monitor the South Beach Local route service on the field level. The Director or his Designee shall act as a contact person for the City Representative. Customer service will be provided through the County's 311 system.

2.6 City Representative. The City Manager or his designee shall act as liaison to the County's staff and notify the County thereof. The City shall promptly notify the County of any changes.

2.7 Public Coordination. The County and City Representatives shall present proposed modifications to the alignment, schedule and fare of the South Beach Local service to the City of Miami Beach Transportation and Parking Committee (TPC). In addition, the County Representative shall provide to the TPC biannual presentations on the overall performance and quality of service of the South Beach Local service that shall include ridership data and trends, supporting data for Service Standards, and any other data reasonably requested by the City.

2.8 Amendments or modifications. Unless provided otherwise elsewhere in this Agreement, amendments and modifications to this Agreement must be in writing and shall require the signatures of the County Mayor and the City Manager, or their designees, subject to authorization by their respective Board and Commission. 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 and the City Manager, or their designees, subject to authorization by the City Commission.

ARTICLE 3

THE SOUTH BEACH LOCAL SERVICE

3.1 Provision of the South Beach Local Service. The County shall provide the South Beach Local service within the southern portion of the City of Miami Beach at the locations and according to routes as contained in **Exhibit B** and schedules contained in **Exhibit C**. Any changes to **Exhibits B or C** 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 and the City Manager, or their designees.

Exhibit C defines the level of service that is required under this Agreement. The County will provide sufficient resources, including, but not limited to, buses and drivers, to maintain this level of service.

- 3.2 Fares. The fare for the South Beach Local service shall be twenty five cents (\$0.25). Any proposed changes to the regular fare of \$0.25 will be presented to the City's TPC and must be approved by the City and County Commissions. 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 South Beach Local service without paying any additional fare. The South Beach Local service operators shall charge fares as appropriate and in compliance with County Code and applicable laws, rules and regulations. Operators will accept Easy Cards, Easy Tickets, or cash. Transfers were discontinued in 2009, therefore, there is no transfer fare.
- 3.3 Connection and Coordination with Regular Metrobus Routes. The South Beach Local service shall enable passengers to connect with other County Metrobus routes at points where the routes intersect, merge, or diverge. The South Beach Local service operating schedules shall be coordinated with County Metrobus service to the extent possible.
- 3.4 The South Beach Local Service Shown on County Bus Schedules and Maps. The County shall include the South Beach Local service on the County's Transit Map. Such inclusion shall commence with the regular publication of the County's Transit Map. The County shall also provide information on the South Beach Local service through MDT's routine and customary public information dissemination processes, including its transit information telephone service and on the transit web site.
- 3.5 Issuance of the South Beach Local Service Schedules. The County shall make available to its Metrobus, Metrorail, and Metromover passengers and potential passengers maps and schedules of the South Beach Local service. Such maps and schedules shall display the logo, "South Beach Local", and County branding.
- 3.6 Bus Passenger Shelters and Benches. The City or its contractor shall install and maintain the bus passenger shelters and/or benches at all of the South Beach Local bus stops where site conditions allow. Where shelters cannot be installed, the City or its contractor shall install and maintain bus passenger benches. The County shall provide, install, and maintain bus stop signs and sign posts at Shuttle stops along route of the South Beach Local service. The City agrees that it will be the responsibility of the City to comply with all ADA regulations with regards to accessibility to and from bus passenger stops and bus shelters.
- 3.7 Service Quality Standards. The County shall abide by its Service Standards and the Service Quality Standards provided by the City for the South Beach Local service and hereby attached as **Exhibit D**.

3.8 Selection of Drivers. Drivers will pick this route in accordance with the Collective Bargaining Agreement (CBA).

3.9 Bus Driver Training. Bus driver training material will include information on the South Beach Local service and the unique nature of the South Beach community. When bus drivers are hired, the County shall conduct *Customer Service Excellence Training (Exhibit E)* and is encouraged to conduct an *Ambassador Training (Exhibit F)* for bus drivers and Transit Operations Supervisors (TOS) and make courteous service part of Bus Operators and TOS performance evaluation. The South Beach Local route map will include the location of South Beach destinations so that bus drivers will be able to answer such requests from passengers. Refresher training will be conducted as required by CBA.

3.10 Reports. The County shall provide the City Representative a quarterly report of performance that shall include ridership data and trends, supporting data for Service Standards, and any other data reasonably requested by the City.

The County shall provide an annual performance report to the City. Annual reports shall be submitted in May of each year and shall include ridership data and trends, supporting data for Service Standards, and any other data reasonably requested by the City.

The County shall provide in March of each year the projected operating costs for the South Beach Local service for the next fiscal year. The County shall provide finalized costs in July of each year for consideration by the City Commission as part of the City's annual budget preparation process.

Pursuant to Federal Transit Administration funding requirements, the County shall provide the following information to the City on an annual basis:

1. Equal Employment Opportunity complaints related to employees that operate the South Beach Local and their resolutions.
2. Annual maintenance records for Optima buses 6341, 6342, 6343, and 6344. Records must include the mileage of the buses at time of preventative maintenance.
3. Maintenance records for ADA accessibility repairs to Optima buses 6341, 6342, 6343, and 6344.
4. Notification to the City upon receipt of applications for ADA certifications for the South Beach service area, including approvals, denials, and appeals.
5. ADA complaints related to the SBL and their resolutions.
6. Copies of submitted annual calendar year Management Information System (MIS) reports for MDT, subrecipients, contractors, subcontractors, and lessees summarizing drug and alcohol test results forms.

7. Documentation of notifications to the South Beach service area regarding the public's rights under the Title VI of the Civil Rights Act of 1964.
8. Documentation on service equity complaints related to the SBL.

3.11 City Commission Action. Any South Beach Local service – related items that require consideration and approval by the City Commission shall be submitted in writing by the County to the City Representative no later than sixty (60) days prior to the specified Commission Meeting date. Examples of such items are the proposed annual operating budget and any County-proposed amendments and modifications to this Agreement.

3.12 Route Evaluation. MDT shall analyze the route to determine if it meets MDT Service Standards. MDT shall make the appropriate modifications to ensure the South Beach Local is meeting the Service Standards in Section 3.7 of this Agreement. MDT shall coordinate these modifications with the City Representative.

3.13 Transit Operation Supervisor (TOS) and Customer Service Staff. The County will provide appropriate TOS and Customer Service staff to take care of all complaints and concerns sent directly to the County or the City. The County representative will be available to the City during regular business hours.

ARTICLE 4

INSURANCE

The parties hereto acknowledge that both the County and the City are self-insured governmental entities subject to the limitations of Section 768.28, Florida Statutes. The County and the City shall maintain a fiscally sound and prudent risk management program with regard to its obligations under this Agreement in accordance with the provision of Section 768.28, Florida Statutes. The County and the City shall collect and keep on file documentation of insurance of any and all contractors contracted to provide and service or product used in conjunction with the operation of the South Beach Local service in any way. The County shall further require all contractors to include the City as a named insured and shall provide the City with a copy of the insurance policy purchased by any contractor prior to the commencement of the South Beach Local service.

ARTICLE 5

INDEMNIFICATION

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

ARTICLE 6

FINANCIAL ASSISTANCE

- 6.1 Funding. The City shall pay to the County a portion of the South Beach Local Service. The payment shall be made on a quarterly basis, within thirty (30) days of the City receiving an appropriate invoice from the County. The amount of the payment shall be one fourth (1/4th) of the agreed annual City share, unless otherwise agreed upon by the parties.

The City's share for the operating cost for Fiscal Year 2011-12 will be \$1,213,121. Said amount will be prorated in the event services are provided for less than a full year. In subsequent fiscal years, the annual increase or decrease will be the lesser of the Miami-Ft. Lauderdale CPI Transportation Index or three percent (3%).

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

- 6.2 Operating Expenditure Reports. The County shall prepare and provide to the City Representative quarterly reports of operating expenditures incurred by the South Beach Local service.

ARTICLE 7

TERMS, MODIFICATIONS AND MISCELLANEOUS PROVISIONS

- 7.1 Term of Agreement. This Agreement shall become effective upon approval of the Board of County Commissioners and the City Commission of the City of Miami Beach and the execution by the County Mayor and the City Manager, or their designees, and shall have an initial term of five (5) years. Upon expiration of the initial term, the Agreement may be renewed, by mutual agreement of the parties, for consecutive terms, of five (5) years each (the Renewal Terms). Upon

mutual agreement by both the County and the City to exercise an option to renew this Agreement, approval from County Mayor, and the City Commission will be required.

7.2 Commencement of Service. By specific agreement of the parties, the South Beach Local service shall continue service operated by Miami-Dade County using County buses.

7.3 Renegotiation or Modification. Any substantive changes in the level of service to be provided by the County as set forth herein shall only be implemented after the County and the City have entered into a written agreement describing the changed services. As specified in federal regulations, substantive changes in the level of service must also be presented to the public.

7.4 Title VI and VII Civil Rights Act of 1964. The City, the County, and their respective Contractors shall not discriminate against any person because of race, color, sex, religious background, ancestry, or national origin in the performance of the Agreement.

7.5 Termination for Cause. This Agreement may be terminated for cause by either party. Prior to exercising the option to terminate for cause, the notifying party shall give the defaulting party written notice of its violation of the particular term(s) of the Agreement and shall grant the defaulting party thirty (30) days to cure such default. If such default remains uncured after thirty (30) days, the notifying party may terminate the Agreement upon no less than one hundred twenty (120) days written notice to the defaulting party. If the termination notification is from the City, the notice shall be submitted to MDT four (4) months in advance of the next service change line-up.

7.5.1 If the County fails to deliver the services and meet the objectives delineated in this Agreement, and the City terminates the Agreement for Cause, the County will allow the City to operate the South Beach Local service as defined herein.

7.6 Termination for Convenience. Notwithstanding Subsection 7.5 above, the County or the City may terminate this Agreement for convenience upon no less than one hundred twenty (120) days written notice to the other party. If the City terminates this Agreement for convenience, the City agrees to reimburse the County on a prorated basis for financial assistance it is obliged to pay for the South Beach Local service which the County will continue to operate until the next line-up can be implemented without the service.

7.6.1 If the City terminates this Agreement for convenience, the County will allow the City to operate the South Beach Local service, as defined herein.

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

FOR MIAMI-DADE COUNTY:

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

FOR THE CITY OF MIAMI BEACH:

City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139
Attention: Jorge Gonzalez, City Manager

With copy to:
Fred Beckmann, Director of Public Works
1700 Convention Center Drive
Miami Beach, Florida 33139

- 7.8 Complete and Binding Agreement. This writing embodies the full and complete agreement of the parties. No other terms, conditions or modifications shall be binding upon the parties unless in writing and signed by the parties.

- 7.9 Execution. This document shall be executed in four (4) counterparts, each of which shall be deemed an original.

- 7.10 Governing Law and Exclusive Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in state court, and the U.S. District Court, Southern District of Florida, if in federal court. BY ENTERING INTO THIS AGREEMENT, THE COUNTY AND THE CITY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

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

ATTEST:

CITY OF MIAMI BEACH
a Municipal Corporation of
The State of Florida

By:

Robert Parcher
ROBERT PARCHER, CITY CLERK

By:

Matti Herrera Bower
MATTI HERRERA BOWER
MAYOR

ATTEST:

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

By:

HARVEY RUVIN, CLERK

By:

By Board of County
Commissioners

By:

DEPUTY CLERK

By:

Carlos A. Gimenez
COUNTY MAYOR

Approved by County Attorney as
to form and legal sufficiency _____

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

[Signature] 11/4/11
City Attorney Date

EXHIBITS

Exhibit "A" Special Logos, Colors, and Bus Wrapping Designs

Exhibit "B" Map of the South Beach Local Route

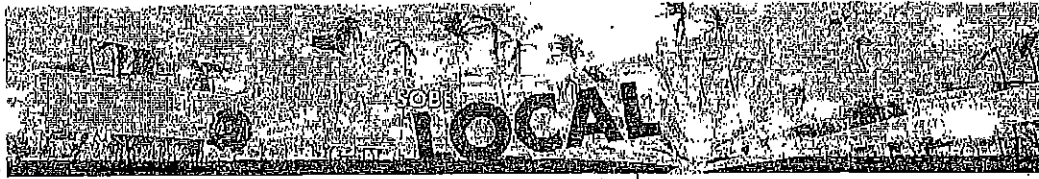
Exhibit "C" Schedule of the South Beach Local Route Service

Exhibit "D" Service Quality Standards

Exhibit "E" Bus Driver Training Bulletin

Exhibit "F" Ambassador Training Program

EXHIBIT "A"



SOBE
LOCAL

THIRTY FIVE CENTS • SEVEN DAYS A WEEK
25/7

- // DINING
- // MUSEUMS
- // NIGHTLIFE
- // LOCAL ATTRACTIONS
- // SHOPPING
- // PARKING GARAGES

South Beach Local



EXHIBIT "C"

SCHEDULE

Bi-Directional Circulator Service to South Beach

	Schedule	Headways
Mondays-Fridays	07:40 a.m. to 10:00 a.m.	20 minutes
	10:00 a.m. to 06:00 p.m.	13 minutes
	06:00 p.m. to midnight	20 minutes
Saturdays	07:40 a.m. to 10:00 a.m.	20 minutes
	10:00 a.m. to 06:00 p.m.	13 minutes
	06:00 p.m. to midnight	20 minutes
Weekends/Holidays	10:00 a.m. to 6:00 p.m.	13 minutes
	06:00 p.m. to midnight	20 minutes

Exhibit "D"

SERVICE QUALITY STANDARDS FOR THE SOUTH BEACH LOCAL

1. Provide and maintain a full time Customer Service Representative who will ensure quality of service for The South Beach Local and will be the MDT contact person for the City Representative and the City of Miami Beach Transportation and Parking Committee (TPC).
2. Schedule and maintain, under normal operating conditions, headways of 13 minutes during peak hours, and 20 minutes during off peak hours, or better.
3. Maintain 100% bus availability during all service hours, with a replacement of breakdown buses within no more than 45 minutes.
4. Conduct quarterly evaluation of service hours in order to meet ridership demands and efficiency of service.
5. Monitor operations and quality of services on a daily basis.
6. Submit Quarterly and Annual Reports to the City, as required by Section 3.10 of the South Beach Local Interlocal Agreement, that include the following:
 - a. On-time performance data
 - b. Headway adherence data
 - c. Ridership data by fiscal year, month, week, and day
 - d. Golden Passport, STS, and Patriot Passport ridership data
 - e. Ridership data during special events
 - f. Service complaints received and an explanation on how they were resolved
 - g. Safety/accident reports
 - h. Road call reports
 - i. Work orders submitted and completed.

The Service Quality Standards above mentioned, shall be made part of a Quarterly Performance Report to be submitted by Miami-Dade Transit (MDT) to the City Representative and the Transportation and Parking Committee for review and input.

Exhibit "E"

CUSTOMER SERVICE EXCELLENCE STANDARDS FOR THE SOUTH BEACH LOCAL

1. Drivers will pick this route in accordance with the CBA contract.
2. Driver Training: When new drivers are hired, the County will conduct *Customer Service Excellence Training* for bus drivers and make courteous service part of driver performance evaluation. Refresher training shall be conducted in accordance with the CBA.

Drivers will be requested to:

- a. Greet our transit passengers with a smile at all times.
- b. Help passengers with physical difficulties and/or disabilities to get in and out of the bus.
- c. Wait for all passengers to be properly seated prior to moving the bus.
- d. Do not skip any bus stop. If there is a full bus load, stop at the bus stop and inform the waiting passengers that they will have to wait for the next bus to arrive due to a full bus load.
- e. Make a point of waiting a few seconds at the bus stop if you see a nearby passenger rushing and waiving to catch the bus.
- f. Respond to passengers in a courteous manner. The customer is not always right, but always deserves to be treated with dignity and respect.
- g. Provide basic information about the route service and/or connections to other MDT bus lines, upon request.
- h. Provide basic information regarding specific South Beach locations/or attractions, upon request (*Ambassadors Training*).
- i. Provide accurate and understandable answers to passenger questions and/or requests.
- j. If the driver cannot provide an answer to a transit and/or service-related question, direct customer to the MDT-designated Customer Service Representative (phone number) who may have knowledge of the subject matter and respond to the question.
- k. Drivers will dress in attire that is professional, tasteful, appropriate and consistent with the CBA.

Driver training shall also include the *Ambassador Training* provided herein as Exhibit "F."

3. Customer Service Representative: The training listed under Item 2, above, will also apply to the full-time Customer Service Representative, specifically designated by MDT for The South Beach Local service.

4. Customer Service Standards:

Telephone:

- Telephone will be covered during normal business hours, answering within the third ring.
- Employee will listen and take responsibility for providing an answer and/or solution to the customer question and/or complaint including lost and found inquiries.
- Request permission from the caller before transferring a call. In case the third person is unavailable, provide the caller with the name and number of the person, or ask if the caller wants to leave a message.
- Phone messages received will be responded to (if requested) in a timely manner, even if just to acknowledge receipt. An estimate of time to resolve the problem will be given if applicable.
- Voice mail messages will include employee's full name, working hours, and an optional phone number for customers to call.
- When the employee is away from the office for an extended period of time, the voice mail message will communicate such absence and offer an option for the caller.
- Thank the customer for calling and ask if further assistance is needed prior to concluding the call.

Written correspondence:

- Written correspondence starts with a greeting.
- E-mail signatures will include the name, title, department, and contact number.
- Activate the e-mail Out-of-Office Assistance when away from the office for an extended period of time.
- Respond to letters within 10 business days.
- Correct spelling and grammar will be used, including accurate name and address.
- Provide complete, accurate, and precise information regarding the inquiries.
- Fax cover sheets will be legible and include name, telephone number, and the name and fax number of the receiver.

Personal Contact:

- Respond to customers in a courteous manner... the customer is not always right, but always deserves to be treated with respect.
- Provide accurate and understandable solutions/options to customer requests or direct the customer to the appropriate person who may have knowledge in the subject matter.
- Average or maximum wait time without an appointment should be no longer than 30 minutes or scheduled for a mutually convenient time.

Monitoring our Standards:

- Our customer service team will oversee all customer service standards.

- If drivers and/or Customer Service Representative fail to meet customer service standards, MDT, MBTMA, and City will implement an action plan to improve service.
 - We will listen and do all we can to resolve issues.
 - For questions and/or concerns, contact the Answer Center at 305-604-CITY.
5. In addition, County will develop the City Representative and the Transportation and Parking Committee performance measurements based on the above-mentioned Customer Service Excellence Standards.

Exhibit "F"

AMBASSADOR TRAINING PROGRAM

The following is made part of the Customer Service Excellence training program for the bus operators and other service providers for The South Beach Local in accordance with the CBA:

1. It is essential that all trainees understand that we do not consider them bus operators – but, Ambassadors of Miami Beach to residents and visitors alike. Role playing skits are utilized to educate and illustrate the exceptional customer service that is expected.
2. Conduct site inspections of nine major attractions in South Beach:
 - Botanical Garden
 - Holocaust Museum
 - Chamber Visitor Centers
 - Art Center/South Florida
 - Bass Museum
 - Wolfsonian/FIU
 - Art Deco Museum & Welcome Center
 - Jewish Museum

At each location they are met by a representative who gives the Ambassadors a tour, explains the background of their venue and answers questions. The museums invite the trainees and a guest to come back another time for a longer visit, if so desired by the trainees.

3. The site inspection is done as they drive the Bi-Directional Circulator route so the Ambassadors know exactly where each venue is located in relation to the route. There are also 15 points of interest along the route that the Ambassadors are required to remember:
 - Convention Center
 - OPA
 - City Hall/Historic City Hall
 - Police Department
 - Lincoln Road
 - South Pointe Park
 - The Regal Cinema
 - Post Office
 - Public Library
 - Colony Theater
 - Miami Beach Marina
 - Boardwalk Access
 - New World Symphony
 - South Shore Hospital

4. They are given a brief history on the founding and development of Miami Beach. Other "Helpful Hints" are also offered like: Halls C & D of the Convention Center are on Convention Center Drive, and Halls A & B on Washington Avenue.
5. This is necessary even if buses have automatic announcing systems. The Route Manager reviews this with the Ambassadors to ensure they are in compliance.

Twice a week the Transit Operation Supervisor (TOS) will ride the South Beach Transit Circulator buses to observe the Ambassadors adherence to these rules, retention of historical and geographical information, as well as friendly, polite and educated service.