RESOLUTION NO. R-2012-103

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND MIAMI-DADE COUNTY FOR THE PROVISION OF PUBLIC TRANSPORTATION SERVICES; PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.

WHEREAS, the City of North Miami ("City"), Florida, and Miami-Dade County, Florida agree to enter into an interlocal agreement pursuant to section 163.01, Florida Statutes, that allows local governments to make the most efficient use of their powers to enable them to cooperate with other localities on the basis of mutual advantage; and

WHEREAS, the residents of the City wish to enhance their transit mobility, and the operation of a municipal circulator provides the opportunity of transit to match the travel needs of the residents of North Miami; and

WHEREAS, on September 9, 2003, the City entered into an Interlocal Agreement with Miami-Dade County to provide residents and visitors with public transportation services for a period of five (5) years, with an option to renew annually for three (3) one year periods; and

WHEREAS, this Interlocal Agreement has expired and Miami-Dade County desires to enter into an updated Interlocal Agreement for the provision of public transportation services which will cover a five (5) year period with automatic renewals for two (2) additional five (5) year periods; and

WHEREAS, the Mayor and City Council feel it is in the best interest of the City and its residents to continue to provide an alternative form of supplemental public transit throughout the City and hereby authorize the City Manager to execute the Interlocal Agreement with Miami-Dade County.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. **Authority of City Manager.** The Mayor and City Council of the City of North Miami, Florida, hereby authorize City Manager to execute an Interlocal Agreement, in substantially the attached form, between the City of North Miami and Miami-Dade County for the Provision of Public Transportation Services.

Section 2. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a 5-0 vote of the Mayor and City Council of the City of North Miami, Florida, this 28 day of August, 2012.

ANDRE D. PIERRE, ESQ.
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

REGINE M. MONESTIME
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Councilwoman Steril

Seconded by: Mayor Pierre

Vote:

Mayor Andre D. Pierre, Esq.	x (Yes)	(No)
Vice Mayor Jean R. Marcellus	x (Yes)	(No)
Councilperson Michael R. Blynn, Esq.	x (Yes)	(No)
Councilperson Scott Galvin	x (Yes)	(No)
Councilperson Marie Erlande Steril	x (Yes)	(No)

Interlocal Agreement Between
Miami-Dade County and the City of North Miami
for the Provision of Public Transportation Services

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

WITNESSETH:

WHEREAS, residents of the City of North Miami wish to enhance their transit mobility, and the operation of a municipal circulator provides the opportunity of transit to match the travel needs of the residents of North Miami; and,

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

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

WHEREAS, the City has sponsored and is willing to provide an alternative form of supplemental public transit throughout the City 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 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 Transit Miami-Dade. Consumer Services Department, and authorized representatives thereof.

1.5 "The City" shall mean City of North Miami and authorized representatives there.

1.6 "FDOT" shall mean the Florida Department of Transportation and authorized.

1.7 "MDT" shall mean the Miami-Dade Transit and authorized representatives thereof.

1.8 "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, representatives thereof.

1.10 "RER" shall mean the Regulatory and Economic Resources Department of Miami-Dade County

1.11 "BADFHT" shall refer to the Business Affairs Division For-Hire Transportation Section section of RER.

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 North Miami Circulator Services. The City 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 RER. 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 MDT and RER.

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 RER 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 RER or MDT.

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 purchase of transportation services provided by the City for the benefit of citizens of City of North Miami and of the County. City employees, agents and contractors providing transportation services shall be considered to be, at all times, solely employees, agents and 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 contracts with 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 considering, 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 dug-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 USDOT, 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 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 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. Unless provided otherwise elsewhere in this Agreement, amendments and modifications to this Agreement must be in writing and shall require the signatures of the County Manager and the Mayor, or their designees, subject to authorization by their respective Boards. Notwithstanding the foregoing, amendments to this Agreement regarding alignments, schedules, and fares, as described in Section 2-150 (c) of the Miami-Dade County Code, may be approved by the County Manager and the Mayor of the City of North Miami, or their designees.

ARTICLE 3

CITY OF NORTH MIAMI TRANSPORTATION SERVICES

3.1 Provision of City Circulator. The City shall provide public transportation service on one or more routes within the City of North Miami as contained in **Exhibit A** and schedules contained in Exhibit **B**, copies of which are attached. Changes to **Exhibit A or B** shall be consistent with Chapter 31 of the Code of Miami-Dade County and be effective only upon the written consent of the County Manager and the Mayor of the City of North Miami, or their designees.

3.2 Fares. The City shall operate the Circulator bus service charging in accordance with public transit fares established by the City, as may be modified from time to time. Initially no fare shall be collected until such a time as the City enacts legislation with an alternate fare structure.

If an alternate fare structure is enacted, the City shall accept MDT fare media including Easy Cards, Tickets, and identification entitling a passenger to ride the Circulator Bus without paying an additional fare. Qualified passengers shall pay no fare.

3.3 Connection and Coordination with County Bus Routes. The Circulator shall connect with regular County Metro routes at points where the routes, intersect, merge or diverge.

3.4 Operation of Routes Their Entirety. The 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 City.

3.5 Circulator Shown on County Bus Schedules. The County shall provide information on the City's Circulator service through MDT's routine and customary public information dissemination processes, including its transit information telephone service, and transit website.

3.6 Issuance of Circulator Schedules. The County shall make available to its Metrobus, Metrorail and Metromover passengers map and schedules provided by the City to MDT.

3.7 Planning and Scheduling of Circulator Routes. The County, through the MDT 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 in 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 where the County bus routes does not interfere with previously placed signage, and is done in coordination with MDT 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, MDT 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 shall, at its sole option, provide, install, and maintain bus shelters, benches and other bus stop furnishings, at those bus service stops along the City's route where the City, or its contractor, feels that there is a need for such furnishings. 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 passengers stops and bus shelters within the city.

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 North Miami Circulator in-service vehicles.

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 North Miami 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 show 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 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	$_____

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 an 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 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 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.

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 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; and then multiply that amount by 0.5.

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

7.3 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 7.2 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 Count for the Circulator. The State funding formula can be found at Section 341.052(6), F.S.

7.4 Comparable Agreements. In the event that the County enters into an Interlocal Agreement with any other municipality for Circulator services which are comparable to the services provided herein, County agrees to amend this Agreement, if requested by the City, to provide substantially equivalent favorable terms to the City as those provided in such other County/ Municipal Interlocal Agreements.

ARTICLE 8

TERMS, MODIFICATIONS AND MISCELLANEOUS PROVISIONS

8.1 Terms of Agreement. This Agreement shall commence upon approval of the board of County Commissioners and the Council of City of North Miami and the execution by the County Manager and authorized Mayor and shall remain in force for five years thereafter. This Agreement is subject to two five-year automatic renewals under the same contract terms and conditions, all parties have the right to terminate (see 8.4 and 8.5).

8.2 Renegotiation or Modification. Any substantive changes in the level of service to be provided by the City as set forth herein shall only be implemented after the County and 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.

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 Manager. Said notice shall be delivered by verified facsimile transmission or certified mail, return receipt requested. The noticed party shall have the opportunity to cure any stated cause for termination within 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 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 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
701 NW 1st Court
Miami, Florida 33136
Attention: Director, Miami-Dade Transit

FOR CITY OF NORTH MIAMI
City of North Miami
Stephen E. Johnson - City Manager
776 N.E. 125th Street, 4th Floor
North Miami, FL 33161

Attention: Stephen E. Johnson, 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 five (5) counterparts, each of which shall be deemed an original.

8.9 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida.

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

ATTEST:

By: _____

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

By: _____
(Date)

Stephen E. Johnson
City of North Miami, City Manager

ATTEST:

HARVEY RUVIN, CLERK

By: _____

DEPUTY CLERK

By Its Board of County
Commissioners

By: _____
(Date)

Carlos A. Gimenez
Miami-Dade County Mayor

Approved by County Attorney as
to form and legal sufficiency ___