



VILLAGE OF KEY BISCAYNE

Office of the Village Manager

Village Council

Mayra P. Lindsay, *Mayor*
Edward London, *Vice Mayor*
Franklin H. Caplan
Luis E. de la Cruz
Gary R. Gross
Theodore Holloway
Michael E. Kelly

MEMORANDUM

Village Manager
John C. Gilbert

DATE: May 10, 2016
TO: Honorable Mayor and Council Members
FROM: John C. Gilbert, Village Manager
RE: Inter-local Agreement with Miami-Dade County regarding trolley service on Key Biscayne

RECOMMENDATION

It is recommended that the Village Council authorize the Village Manager to execute the Inter-local Agreement (ILA) with Miami-Dade County regarding trolley service on Key Biscayne.

BACKGROUND

At the February 9, 2016 Council Meeting, The Corradino Group made a presentation on possible trolley routes for the Village of Key Biscayne. Village staff has met with representatives of Miami Dade Transit to discuss what is necessary to implement a trolley service on the Key. In order to proceed, the Village must enter into an Inter-Local Agreement with the Miami-Dade County. One of the requisites of the ILA is to allow Miami Dade Transit the opportunity to submit a proposal for this service. Funding for the trolley will come from the Citizens Independent Transportation Trust (CITT).

Reviewed by Mr. Chad Friedman from Weiss Serota Helfman Pastoriza Cole & Boniske as to form and legal sufficiency.

RESOLUTION NO. 2016-

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY RELATING TO PUBLIC TRANSPORTATION SERVICES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne (the "Village") proposes to implement a municipal trolley system (the "Village Trolley") to provide residents, visitors and commuters with a mode of public transportation that improves mobility and enhances connections to existing local and regional transit; and

WHEREAS, executing an interlocal agreement, in substantially the same form as attached hereto as Exhibit "A," between Miami-Dade County and the Village for the provision of public transportation services is a pre-requisite for the implementation and operation of the Village Trolley (the "Interlocal Agreement"); and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. Approval. The Village Council hereby approves the Interlocal Agreement, in substantially the form attached hereto as Exhibit "A."

Section 3. Authorization. The Village Council hereby authorizes the Village Manager to execute the Interlocal Agreement, in substantially the form attached hereto as Exhibit "A," subject

to the Village Attorney's approval as to form, content and legal sufficiency.

Section 4. **Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2016.

MAYOR MAYRA PEÑA LINDSAY

ATTEST:

CONCHITA H. ALVAREZ, MMC, VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

VILLAGE ATTORNEY



Interlocal Agreement Between
Miami-Dade County and the Village of Key Biscayne
For the Provision of Public Transportation Services
For the Operation of the Middle Beach Loop

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

WITNESSETH:

WHEREAS, residents of Village of Key Biscayne 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 Key Biscayne residents; and,

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

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

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

NOW THEREFORE,

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

ARTICLE 1
DEFINITIONS

- 1.1 "ADA" shall mean the Americans with Disabilities Act of 1990, as amended
- 1.2 "Contractor" shall mean any entity, public or private providing public circulator services as described in this Agreement under contract to the Village.
- 1.3 "Circulator" shall mean fixed route or semi-fixed route public transportation circulator services where at least seventy (70%) percent of the route is within the Village and said circulator service is operated by the Village, directly or by contract, pursuant to this Agreement and Chapter 31 of the code of Miami-Dade County.
- 1.4 "The County" shall include Miami-Dade County, the Miami-Dade Transit Miami-Dade Consumer Services Department, and authorized representatives thereof.
- 1.5 "The Village" shall mean Village of Key Biscayne and authorized representatives thereof.
- 1.6 "FDOT" shall mean the Florida Department of Transportation and authorized.
- 1.7 "MDT" shall mean the Miami-Dade Transit and authorized representatives thereof.
- 1.8 "US DOT" shall refer to the U.S. Department of Transportation, its rules and regulations and representatives thereof.
- 1.9 "FTA" shall mean the Federal Transit Administration, its rules and regulations, and representatives thereof.
- 1.10 "CSD" shall mean the Consumer Services Department of Miami-Dade County
- 1.11 "PTRD" shall refer to the Passenger Transportation Regulatory division of CSD.
- 1.12 "Federal Reporting Requirements" shall mean those requirements referenced in 49 CFR Section 5335(a), as may be amended from time to time, and found in the National Transit Database Reporting Manual published by the FTA.
- 1.13 "Fares" for the circulator service shall mean individual transportation fees paid by public transit passengers in accordance with a schedule of fares adopted by County Ordinance.
- 1.14 "STS", Special Transportation Service, is the component of the conventional transit system designed to provide comparable circulator service to disabled individuals as mandated in the ADA.

ARTICLE 2

GENERAL REQUIREMENTS

- 2.1 Compliance with Applicable Laws and Regulations. The Village and its contractors, if any, shall comply with all existing and future laws, statutes, ordinances, codes, rules, regulations and procedural requirements, whether federal, state, or local, which are applicable to or in any manner affect, the provision of Village of Key Biscayne Circulator Services. The Village shall be responsible for requiring compliance of its employees, contractors, agents, or assigns with all applicable county, state and federal requirements, including, but not limited to, all safety, mechanical, and vehicular standards mandated by MDT and CSD. The Village shall be responsible for obtaining copies of the appropriate laws, regulations, ordinances, and documents and complying therewith.
- 2.2 The County Regulatory Requirements. Prior to the commencement of the circulator service under this Agreement, the Village and/or its contractors, if any, shall have current and valid certificates of transportation, permits, and chauffeur registrations as required by Chapter 31 of the Code of Miami-Dade County. The Village and its contractors shall maintain such certificates, registrations and permits current during the Period of this Agreement. In no event shall the Village or any of its contractors provide any transportation services contemplated by this Agreement until any and all County regulatory requirements are satisfied.
- 2.3 Vehicle Licensing. All vehicles utilized to provide transportation services shall at all times be properly licensed and permitted in accordance with applicable federal, state and county requirements. Vehicle operators shall comply with all safety, mechanical and vehicular standards mandated by any applicable county, state and federal requirements including, but not limited to, all safety, mechanical and vehicular standards mandated by MDT and CSD.
- 2.4 Vehicle Standards. Vehicles shall comply with all of the Requirements contained in Chapter 30 and 31 of the Code of Miami-Dade County, pertinent state statutes and other directives as may be prescribed and required by CSD or MDT. All vehicles utilized to provide transportation services authorized by this Agreement shall at all times display a current and valid county permit and shall comply with safety, mechanical and vehicular requirements mandated by applicable county, state or federal requirements, including ADA.
- 2.5 Chauffeur Requirements. Vehicle chauffeurs shall at all times have a current and valid county chauffeur's registration, vehicle chauffeurs shall also comply with any safety, mechanical and vehicle standards mandated by applicable county, state and federal requirements and as may be prescribed and required by CSD or MDT.
- 2.6 Proof of Compliance Prior to Operation. The Village and/or its contractors, if any shall provide the County with proof of compliance with licensure, insurance and any other requirements mandated by the Code of Miami-Dade County, state statute or federal law prior to commencement of the circulator service.

- 2.7 Purchase of Services/Sole Responsibility. The parties agree that this Agreement is a contract for the provision of transportation services provided by the Village for the benefit of citizens of Village of Key Biscayne and of the County. Village employees, agents and contractors providing transportation services shall be considered to be, at all times, solely employees, agents or contractors of the Village under its sole direction and not employees, agents or contractors of the County.
- 2.8 Compliance with ADA. The Village's circulator services shall comply with all applicable requirements of the ADA. The Village and the County recognize their joint obligation to provide STS in the area served by the Village's Circulator service. In fulfillment of the Village's obligation, the Village hereby allows the County to provide STS service at no cost to the Village. To the extent that any terms in the Agreement are in conflict with ADA, the requirements of the ADA shall control.
- 2.9 Compliance with Procurement Requirements. The Village agrees to comply with applicable federal and state procurement requirements, as may be amended from time to time, when entering into contracts with third parties to fulfill the obligations under this Agreement.
- 2.10 County's Right to Submit Proposals and Bids. The County shall be given the opportunity to bid upon any Requests for Proposals, Requests for Qualifications, or Requests for bids which the Village shall be considered, along with private contractors, for provision of services to be provided by the Village pursuant to this Agreement.
- 2.11 Drug-free Workplace and Testing. In accordance with the Code of Miami-Dade County, the Village shall certify that it will have drug-free workplace program. Further, the Village shall require pre-employment drug testing and other periodic drug testing for all persons holding safety-sensitive positions, as defined by US DOT, related to transit operation. Effective upon execution of the Agreement, the Village shall require that its employees or contractor if applicable, comply with all applicable requirements of the US DOT regulations for drug and alcohol testing. To the extent that any terms in this Agreement are inconsistent with the US DOT regulation, the requirements of the US DOT shall control.
- 2.12 Village Representative. The Village shall designate individual(s) to act as liaison to the County and notify the County thereof. The Village shall promptly notify the County of any changes.
- 2.13 County Representative. The County shall designate individual(s) to act as liaison to the Village and notify the Village thereof. The County shall promptly notify the Village of any changes.
- 2.14 Amendments or modifications. Unless provided otherwise elsewhere in this Agreement, amendments and modifications to this Agreement must be in writing and shall require the signatures of the County Mayor or designee and the Mayor, or their designees, subject to authorization by their respective Boards. Notwithstanding the foregoing, amendments to this Agreement regarding alignments, schedules, and fares, as described in Section 2-150 (c) of the Miami-Dade County Code, may be approved by the County Mayor or designee and the Key Biscayne Village Manager or their designees.

ARTICLE 3

VILLAGE OF KEY BISCAYNE TRANSPORTATION SERVICES

- 3.1 Provision of Village Circulator. The Village shall provide public transportation service on one or more routes within the Village of Key Biscayne as contained in **Figure 1** (map) and schedules contained in **Figure 2**, copies of which are attached. Changes to **Figure 1 or 2** shall be consistent with Chapter 31 of the Code of Miami-Dade County and be effective only upon the written consent of the County Mayor or designee and the Key Biscayne Village Manager or their designees. If in the event the Village, after the effective date of this Interlocal Agreement, should place for bid or solicitation for services described herein the Village shall give Miami-Dade County the opportunity to submit a bid or proposal to provide that transportation service.
- 3.2 Fares. The Village shall operate the Circulator charging a Circulator fare in accordance with public transit fares established by the Village of Key Biscayne Commission, as may be modified from time to time. Initially no fare shall be collected until such a time as the Village of Key Biscayne Commission enacts an Ordinance with an alternative fare structure.
- If an alternate fare structure is enacted, the Village shall accept MDT passes, transfers, or identification entitling a passenger to ride a Circulator without paying any additional fare. Qualified passengers shall pay no fare. MDT Easy Cards and Tickets, or identification entitling a passenger shall be accepted to enable passengers to ride the Circulator without paying an additional fare.
- 3.3 Connection and Coordination with County Bus Routes. The Circulator shall connect with regular County Metro routes at points where the routes, intersect, merge or diverge.
- 3.4 Operation of Routes In Their Entirety. The Village shall be responsible for ensuring that Circulator routes are operated in their entirety with no deviation from the approved routes and schedules unless otherwise authorized by the County.
- 3.5 Circulator Shown on County Bus Schedules. The County shall provide information on the Village's Circulator service through MDT's routine and customary public information dissemination processes, including its transit information telephone service, and transit website.
- 3.6 Issuance of Circulator Schedules. The County shall make available to its Metrobus, Metrorail and Metromover passengers map and schedules provided by the Village to MDT.
- 3.7 Planning and Scheduling of Circulator Routes. The County, through the MDT Director or his designee, may assist the Village staff with technical support for planning and scheduling of Village circulator services.
- 3.8 Use of Logo. The Village may wish to design a logo uniquely identifying its circulator service. If they do so, such logo shall at all times be displayed on the exterior of all vehicles operation pursuant to this Agreement. The County shall allow the display of the

Circulator logo on the County's bus stop signs at all stops common to the Village and the County bus routes does not interfere with previously placed signage, and is done in coordination with MDT staff. The Village shall be responsible for placing the logo on the pertinent signs.

Figure 2

See attached brochures for route schedules

- 3.9 Bus Stop Signs and Signposts. The Village may provide, install and maintain bus stop signs and signposts at stops along the Village's Circulator routes. In the event that the Village, its contractor, licensee, permittee, or assignee installs sign facilities that can accommodate Metrobus bus stop information, the County may elect to utilize the Village's sign facility to display Metrobus bus stop information. If such election is made, MDT shall provide to the Village the materials to be displayed on the bus stop sign facility, in the size and format to be specified by the Village and the Village will remove the County's signs and return the signs to the County. The Village shall be responsible for installing the Metrobus stop information in/on the bus stop sign facility.
- 3.10 Bus Passenger Shelters and Benches. The Village agrees that it will be the responsibility of the Village to comply with all ADA standards regulations with regards to accessibility to and from bus passengers stops and bus shelters which the Village installs.
- 3.11 Bus Stops and Bus Bays or Pull-outs. The Village shall, at its sole option, provide, install, and maintain bus stop sites, including bus bays or pull-outs at Circulator stops along the Village's circulator routes, provided that any proposed bus bays or pull-outs shall be first reviewed and approved by the County or State, as appropriate.
- 3.12 Non-Interference and Non-Disturbance. The County and the Village hereby mutually agree not to interfere with or unreasonably impede the free flow of pedestrian movement or of each other's public transit vehicular traffic or passengers accessing or egressing Metrobus or Key Biscayne Circulator in-service vehicles.

ARTICLE 4

RECORDS AND REPORTS

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

ARTICLE 5

INSURANCE

The parties hereto acknowledge the Village is self-insured governmental entity subject to the limitations of Section 768.28, F.S. The Village shall institute and maintain a fiscally sound and prudent risk management program with regard to its obligations under this Agreement in accordance with the provision of Section 768.28, F.S. The Village shall collect and keep on file documentation of insurance of any and all private providers operating in the Village of Key Biscayne Circulator service routes. In the event that the Village contracts with a private vendor for services, the Village shall require contractor to meet the insurance requirements shown in **Figure 3**, as minimum. The Village shall further require the private operator to include the County as a named insured and shall provide the County with a copy of the insurance policy purchased by any contractor prior to the provision of Circulator service operations.

Figure 3
Insurance Check List

1. Worker's Compensation and Employer's Liability per the statutory limits of the state of Florida.
2. Commercial General liability (occurrence form), limits of liability \$1,000,000 per occurrence for bodily injury property damage to include premises/ operations; products and completed operations; independent Contractors; broad form property damage endorsement and contractual indemnity (hold harmless endorsement exactly as written in "insurance requirements" of specifications).
3. Automobile Liability- \$ 1,000,000 each occurrence owned/non-owned/ hired automobiles included.
4. Excess Liability- \$ _____ .00 per occurrence to follow the primary coverage.
5. The Village must be named as an additional insured on the liability policies and it must be named as an additional insured on the liability policies; and it must be stated on the certificate.
6. Other Insurance as indicated:

<input type="checkbox"/> Builders Risk completed value	\$	
<input type="checkbox"/> Liquor liability	\$	
<input type="checkbox"/> Fire legal liability	\$	
<input type="checkbox"/> Protection and indemnity	\$	
<input type="checkbox"/> Employee dishonesty bond	\$	
<input checked="" type="checkbox"/> Other blanket fidelity bond	\$	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 Village shall, to the extent permitted by law at all-time hereafter, indemnify and hold harmless the County, and its officers, agents, employees and instrumentalities from any and all liability, claims, losses and causes of action, including attorneys' fees and costs of defense which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands suits, causes of actions or proceedings of any kinds or nature arising out of, or relating to or resulting from the negligence of the Village and/or its officers, employees, agents or instrumentalities, during the term of this Agreement. The Village shall resolve all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments and reasonable attorneys' fees which may issue thereon. The Village expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Village shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents or instrumentalities as herein provided. Nothing herein shall be deemed to indemnify the County from any liability or claim arising out of the negligent performance or failure of performance of the County, its officers, employees, agents or instrumentalities or any other related third party. This paragraph is subject to the limitations of Section 768.28, F.S.
- 6.2 The County shall, to the extent permitted by law at all times hereafter, indemnify and hold harmless the Village, and its officers, agents, employees and instrumentalities from any and all liability, claims, losses, and causes of action, including attorneys' fees and costs of defense which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes, of actions or proceedings of any kind or nature arising out of, or relating to or resulting from the negligence of the County and/or its officers, employees, agents or instrumentalities, during the term of this agreement. The County shall pay all claims and losses in connections therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments and reasonable attorney's fees which may issue thereon. The County expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the County shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents or instrumentalities as herein provided. Nothing herein shall be deemed to indemnify the Village from any liability or claim arising out of the negligent performance or failure of performance of the Village, its officers, employees, agents or instrumentalities or any other related third party. This paragraph is subject to the limitations of Section 768.28, F.S.

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

ARTICLE 7

FINANCIAL ASSISTANCE

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

As used herein, the Village's attributable share shall be one half of the amount equivalent to those Supplemental Urbanized Area Formula Funds, as described in 49 U.S.C, Section 5307, as may be amended from time to time, that the County received as a direct result of Circulator serve operations provided by the Village pursuant to this Agreement and as included in the National Transit Database. Said attributable share shall be calculated utilizing the following formula:

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

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

- 7.4 Village's Share of Supplemental State Funding. In the event that the Circulator operations contribute to an increase in the County's State transportation funding, beginning with the first year in which service is reflected in State's reporting system, the County agrees to pay the Village its attributable share (one half of the supplemental funding), as defined in paragraph 7.3 above, of new or supplemental state Transportation Block Grant funding received by the County from FDOT no less than sixty (60) days after funding is received from the State less any direct grants received by the Village from the County for the Circulator. The State funding formula can be found at Section 341.052(6), F.S.
- 7.5 Comparable Agreements. In the event that the County enters into an Interlocal Agreement with any other municipality for Circulator services which are comparable to the services provided herein, County may agree to amend this Agreement, if requested by the Village, to provide substantially equivalent favorable terms to the Village as those provided in such other County/ Municipal Interlocal Agreements.

ARTICLE 8

TERMS, MODIFICATIONS AND MISCELLANEOUS PROVISIONS

- 8.1 Terms of Agreement. This Agreement shall commence upon approval of the board of County Commissioners and the Commission of Village of Key Biscayne and the execution by the County Mayor or designee, authorized Mayor, and shall remain in force for five years thereafter. This Agreement is subject to one five-year automatic option to renew under the same contract terms and conditions, all parties have the right to terminate (see 8.4 and 8.5).
- 8.2 Renegotiation or Modification. Any substantive changes in the level of service to be provided by the Village as set forth herein shall only be implemented after the County, the Village have entered into a written agreement describing the changed services, and the provisions of the County Code have been exercised.
- 8.3 Title VI and VII Civil Rights Act of 1964. The Village and its Contractors shall not discriminate against any person because of race, color, sex, religious background, ancestry or national origin in the performance of the Agreement. The Village 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 Village may terminate this Agreement without cause upon no less than sixty (60) days written notice to the other party. If the County or the Village terminates this Agreement with or without cause, the Village agrees to reimburse the County on a prorated basis for any financial assistance it has received for the Circulator bus service for the year.
- 8.6 Notices. All notices and other communications required to be remitted pursuant to this Agreement to either party hereto shall be in writing and shall be delivered by verified facsimile transmission or certified mail, return receipt requested, to the parties at the address indicated below:

FOR MIAMI-DADE COUNTY:

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

FOR VILLAGE OF KEY BISCAYNE

Key Biscayne Village Manager
Village of Key Biscayne
88 W McIntyre St, Suite 210 Key Biscayne, FL 33149 Ph. (305) 365-5511

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

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

ATTEST:

VILLAGE OF KEY BISCAYNE
A Municipal Corporation of
the State of Florida

By: _____

By: _____
John C. Gilbert, Village Manager
Village of Key Biscayne

ATTEST:

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

HARVEY RUVIN, CLERK

By Its Board of County
Commissioners

By: _____

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

DEPUTY CLERK

Approved by County Attorney as
to form and legal sufficiency _____

Figure 1 (Map)

Figure 1 (Map)

Key Biscayne, Proposed Trolley Route (Option 4)

Pink = Proposed Route Path; Green = Potential Stop Location

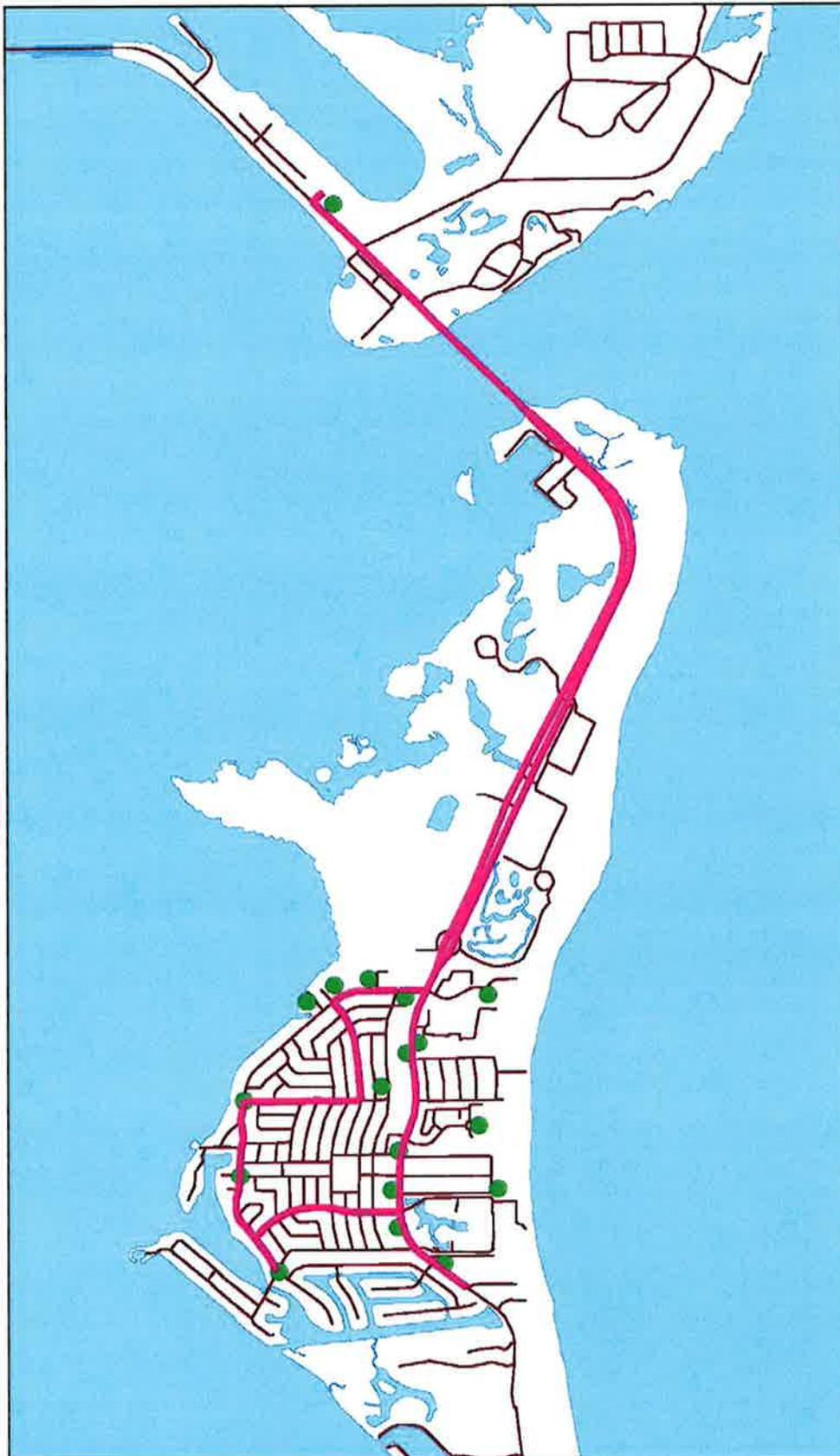


Figure 2 (Schedule)

Proposed Schedule

Monday thru Friday: 6:30 a.m. to 9:00 p.m.

MAST Academy Stop-

Monday thru Friday: 7:00 a.m. to 9:00 a.m. and 2:30 p.m. thru 5:30 p.m.

Saturday and Sunday: 8:00 a.m. to 8:00 p.m.