

**Interlocal Agreement Between
Miami-Dade Transit Agency and the Cities of Hialeah and Hialeah Gardens
For Federal Funding Pass-Through Arrangements with the American Recovery
and Reinvestment Act (ARRA) of 2009 Federal Transit Administration (FTA 5307)
for the Cities to Operate Circulator Services**

This is an Interlocal Agreement, made and entered into by and between Miami-Dade County, through the Miami-Dade Transit Department (MDT), a political subdivision of the state of Florida, hereinafter referred to as "the County", and the Cities of Hialeah and Hialeah Gardens, a municipal corporation of the state of Florida, hereinafter referred to as "the Cities".

WITNESSETH:

WHEREAS, Miami-Dade Transit, an Urbanized Area Formula Program grantee agrees to pass through Federal Transit Administration (FTA) 5307 the American Recovery and Reinvestment Act (ARRA) funding for the Cities' of Hialeah and Hialeah Gardens, a designated FTA funding recipient.

WHEREAS, using that funding, the Cities' of Hialeah and Hialeah Gardens will provide transportation services within the Cities' to benefit local residents and businesses within the Cities and within sections of Miami-Dade County and the Cities; and

WHEREAS, the Cities will provide the citizens of the Cities of Hialeah and Hialeah Gardens with improved public transportation by purchasing ADA compatible diesel engine bus (es) and equipment for buses operating, directly or through a transportation contractor, which will meet the local needs; and

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

WHEREAS, the Cities have sponsored and are willing to provide an alternative form of supplemental public transit throughout the Cities and have 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 Cities agree as follows:

ARTICLE 1
DEFINITIONS

- 1.1 "ADA" shall mean the Americans with Disabilities Act of 1990, as amended.
- 1.2 The American Recovery and Reinvestment Act (ARRA).
- 1.3 "Contractor" shall mean any entity, public or private providing public circulator services as described in this Agreement under contract to the Cities.
- 1.4 "Circulator" shall mean fixed route or semi-fixed route public transportation bus services where at least seventy (70%) percent of the route is within the Cities and said circulator service is operated by the Cities, directly or by contract, pursuant to this Agreement and Chapter 31 of the Code of Miami-Dade County.
- 1.5 "The County" shall include Miami-Dade County, the Miami-Dade Transit, the Miami-Dade Consumer Services Department, and authorized representatives thereof.
- 1.6 "The Cities" shall mean Cities of Hialeah and Hialeah Gardens and authorized representatives thereof.
- 1.7 "FDOT" shall mean the Florida Department of Transportation and authorized representative thereof.
- 1.8 "MDT" shall mean the Miami-Dade Transit and authorized representatives thereof.
- 1.9 "USDOT" shall refer to the U.S. Department of Transportation, its rules and regulations, and representatives thereof.
- 1.10 "FTA" shall mean the Federal Transit Administration, its rules and regulations, and representatives thereof.
- 1.11 "CSD" shall mean the Consumer Services Department of Miami-Dade County and authorized representatives thereof.
- 1.12 "PTRD" shall refer to the Passenger Transportation Regulatory Division of CSD.
- 1.13 "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.
- 1.14 "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 Cities 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 Cities of Hialeah and Hialeah Gardens. The Cities shall be responsible for ensuring compliance of its employees, contractors, agents, or assigns with all applicable county, state, and federal requirements, including, but not limited to, all safety, mechanical, and vehicular standards mandated by MDT and CSD. The Cities 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 Cities 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 Cities and its contractors shall maintain such certificates, registrations and permits current during the Period of this Agreement. In no event shall the Cities or any of its contractors provide any transportation services contemplated by this Agreement until any and all County regulatory requirements are satisfied.
- 2.3 Vehicle Licensing. All vehicles utilized to provide transportation services shall at all times be properly licensed and permitted in accordance with applicable federal, state, and county requirements. Vehicle operators shall comply with all safety, mechanical, and vehicular standards mandated by any applicable county, state, and federal requirements including, but not limited to, all safety, mechanical, and vehicular standards mandated by MDT and CSD.
- 2.4 Vehicle Standards. Vehicles shall comply with all of the requirements contained in Chapters 30 and 31 of the Code of Miami-Dade County, pertinent state statutes and other directives as may be prescribed and required by CSD or MDT. All vehicles utilized to provide transportation services authorized by this Agreement shall at all times display a current and valid county permit and shall comply with safety, mechanical, and vehicular requirements mandated by applicable county, state, or federal requirements, including ADA.
- 2.5 Chauffeur Requirements. Vehicle chauffeurs shall at all times have a current and valid county chauffeur's registration. Vehicle chauffeurs shall also comply with any safety, mechanical, and vehicle standards mandated by applicable county, state, and federal requirements and as may be prescribed and required by CSD or MDT.
- 2.6 Proof of Compliance Prior to Operation. The Cities 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. Cities employees, agents, and contractors providing transportation services shall be considered to be, at all times, solely employees, agents, and contractors of the Cities under its sole direction and not employees, agents, or contractors of the County.

2.8 Compliance with ADA. The Cities' bus circulator services shall comply with all applicable requirements of the ADA. The Cities and the County recognize their joint obligation to provide STS in the area served by the Cities' Circulator service. In fulfillment of the Cities' obligation, the Cities hereby contracts with the County to provide STS Service for trips which have both their origin and destination within the Cities Circulator service area, as the County shall continue to provide such trips as part of its STS Service at no cost to the Cities. To the extent that any terms in this Agreement are in conflict with the ADA, the requirements of the ADA shall control.

2.9 Compliance with Federal Civil Rights Requirements. The Cities, shall comply with the Federal Civil Rights requirements as attached, which may be modified from time to time by, the Federal government herein (See Attachment A).

→ 2.10 Compliance with the United States Department of Labor. The Cities, shall to the extent applicable comply with the Labor Protective Agreements as attached, which may be modified from time to time by, the Federal government herein (See Attachment B). Without acknowledging that the 13c Department of Labor agreement identified or "Attachment B" applies to Hialeah, the city hereby agrees to provide written notice to Miami-Dade County prior to hiring any employees to operate or service any of the vehicles purchased in whole or in part with the American Recovery and Reinvestment Act (ARRA) funds.

2.11 Compliance with Procurement Requirements. Miami-Dade County shall receive and review all proposals in accordance with federal and state procurement requirements, as may be amended from time to time. Miami-Dade County's Department of Procurement Management will forward a recommendation of contract award to the governing body of the applicable municipalities.

2.12 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 Cities shall issue regarding the provision of transportation service and shall be considered, along with private contractors, for provision of services to be provided by the Cities pursuant to this Agreement.

2.13 Drug-free Workplace and Testing. In accordance with the Code of Miami-Dade County, the Cities shall certify that it will have a drug-free workplace program. Further, the Cities 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 Cities 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.

2.14 Cities Representative. The Cities shall designate individual(s) to act as liaison to the County and notify the County thereof. The Cities shall promptly notify the County of any changes.

2.15 County Representative. The County shall designate individual(s) to act as liaison to the Cities and notify the Cities thereof. The County shall promptly notify the Cities of any changes.

- 2.16 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 Cities Mayors, or his/her designees, subject to authorization by their respective Boards. Notwithstanding the foregoing, amendments to this Agreement regarding alignments, schedules, and fares, as described in Section 2-150 (c) of the Miami-Dade County Code, may be approved by the County Manager and the Mayor of the Cities of Hialeah and Hialeah Gardens, or their designees.

ARTICLE 3

CITIES OF HIALEAH AND HIALEAH GARDENS BUS CIRCULATOR SERVICES

- 3.1 Provision of Cities Circulator Services. The Cities shall provide public transportation services within the Cities of Hialeah and Hialeah Gardens. Any changes to routes/schedules shall be consistent with Chapter 31 of the Code of Miami-Dade County and be effective only upon the written consent of the County Manager and the Mayor of the Cities of Hialeah and Hialeah Gardens, or their designees. In the event the City fails to utilize the vehicle (s) in the manner prescribed in sections 3.1, 3.2, and 3.3, during the useful life of 5-7 years said vehicle (s) shall automatically revert to Miami Dade County without need for any additional legal action. Upon expiration of the useful life of the vehicle (s), the City shall notify Miami-Dade Transit in writing and receive MDT consent prior to disposing of said vehicle (s).
- 3.2 Connection and Coordination with County Bus Routes. The routes serviced with the purchase of bus (es) may complement existing County Metrobus routes and will provide the citizens of Cities of Hialeah and Hialeah Gardens with improved public transportation, which will meet the local public needs. The use of the bus purchase will benefit local businesses along the Busway.
- 3.3 Operation of Routes Their Entirety. The Cities shall be responsible for ensuring that bus route(s) are operated in their entirety with no deviation from the approved routes and schedules unless otherwise authorized by the Cities.
- 3.4 Planning and Scheduling of Circulator Routes. The County, through the MDT Director or his designee, may assist the Cities staff with technical support for planning and scheduling of Cities Circulator services.
- 3.5 Use of Logo. FTA has a logo uniquely identifying ARRA projects. 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 service logo on the County's bus stop sign at all stops common to the Cities and the County bus routes. The Cities shall be responsible for placing the logo on the pertinent signs where space is available for such logos to be placed.
- 3.6 Bus Stop and Signposts. The Cities may provide, install, and maintain bus stop signs and signposts at stops along the Cities' bus Circulator routes, which are not also stops for Metrobus routes. If the Cities, its contractor, licensee, permittee, or assignee wishes to install bus stop signs at common bus stops, MDT must agree to such action and the Cities shall provide facilities that can accommodate Metrobus bus stop information. That accommodation shall be either in the form of space for Metrobus route decals or space

for Metrobus signs common to all other Metrobus stop signs. If Metrobus information is to be displayed on Cities bus stop signs, MDT shall provide to the Cities the materials to be displayed on the bus stop sign facility, in the size and format to be specified by the County. The Cities shall be responsible for installing the Metrobus stop information in the bus stop sign facility per the specification of the County. If the Cities moves or discontinues the bus stop where the sign is the Cities', the Cities shall be responsible for the cost of moving or removing the Metrobus stop information. If the County moves or discontinues the bus stop where the sign is the County's, the County shall be responsible for the cost of moving or removing the Cities of Hialeah and Hialeah Gardens stop information.

- 3.7 Non-Interference and Non-Disturbance. The County and the Cities hereby mutually agree not to interfere with or unreasonably impede the free flow of pedestrian movement or of each other's public transit vehicular traffic or passengers accessing of Metrobus service.

ARTICLE 4

RECORDS AND REPORTS

- 4.1 Reporting Requirements. The Cities shall collect or assure the collection of all information required for Federal and State reporting purposes, and shall provide collected and compiled information to the County no less often than monthly/quarterly as required by the County, State or FTA. The FTA through Miami-Dade County requires quarterly Financial Status Reports (FSR), Milestones, and Ridership Reports. The Cities shall also report monthly ridership performance data.
- 4.2 Additional Information. The Cities shall provide additional information about the Cities bus service operations as requested by the County within thirty (30) days, unless a different time period is agreed upon, in writing, by the Cities Manager and the County Mayor or his/her designee.
- 4.3 Administrative Fees. The Cities shall pay the County a 5% fee of the FTA FY 2009 award of \$2,504,365.68 totaling \$125,218.28 for grant administration, finance, project management, and performance reporting. The net amount to the Cities is \$2,379,147.40. The County shall be entitled to an administrative fee of 5% for any and all future FTA 5307 grants awarded to the Cities for which the County provides grant application, grant administration, finance, project management and performance reporting services.
- 4.4 National Transportation Database (Section 15) Reporting. Timely Annual Reporting Statistics as required by the Federal Transit Administration (FTA), National Transit Database, as defined in the annual FTA National Transit Database Reporting Manual and FTA Circular 2710.2A, "Sampling Procedures for Obtaining Demand Responsive Bus System Operating Data" which may be amended from time to time by the FTA (Formerly known as Section 15 Reporting). Supporting documentation shall be submitted to the County if requested in writing. Annual audit statement will be required and records shall be maintained for no less than five (5) years for FTA triennial review.
- 4.5 Accidents and Incidents. In addition to emergency and police notifications, the Cities shall be responsible for ensuring that all accidents and incidents are promptly reported to the County and subsequently that adequate and appropriate documentation of investigation, using National Safety Council definitions, be furnished to the County within three (3) working days. Initial notification of accidents or incidents shall be reported on a form approved by the County within 24 hours of occurrence. Any accident involving

major damage, serious personal injury or loss of life shall be reported to the County within 1 hour of occurrence. Records shall be kept for at least three (3) years for each accident a vehicle is involved in, including the repair work required to return the vehicle to service. The Cities must also provide to the Miami-Dade County Consumer Services Department (CSD); Passenger Transportation Regulatory Division (PTRD) one (1) copy of each accident report within 72 hours of such accident. The Cities must also furnish the County all accident and incident data as required for the FTA National Transit Database (NTD), as defined in the FTA NTD Safety and Security Reporting Manual, including the Major Incident Report (within 30 days of occurrence) and the Non-Major Summary Reports (monthly, before end of month following report month).

ARTICLE 5

INSURANCE

The parties hereto acknowledge that the Cities are self-insured governmental entity subject to the limitations of Section 768.28, F.S. The Cities 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.

ARTICLE 6

IDEMNIFICATION

6.1 The Cities shall, to the extent permitted by law at all times hereafter, indemnify and hold harmless the County, and its officers, agents, employees and instrumentalities from any and all liability, claims, losses, and causes of action, including attorneys' fees and costs of defense which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kinds or nature arising out of, or relating to or resulting from the negligence of the Cities and/or its officers, employees, agents or instrumentalities, during the term of this Agreement. The Cities 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. 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 Cities, 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 Cities 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, from commencement of this agreement until the cities accept the vehicle(s) . The County shall pay all claims and losses in connection therewith, subject to the limitations described herein, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Cities, where applicable, including appellate proceedings, and shall pay all costs, judgments and reasonable attorneys fees which may issue thereon. Nothing herein shall

be deemed to indemnify the Cities from any liability or claim arising out of the negligent performance or failure of performance of the Cities, 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.

ARTICLE 7

FINANCIAL ASSISTANCE

- 7.1 Grant Matching Funds. There are no matching funds required for this American Recovery Reinvestment Act (ARRA) FTA program.
- 7.2 Bus Shelters and Benches. The Cities shall, at its sole option, provide, install, and maintain bus passenger shelters, benches and other bus stop furnishings, at bus stops along the Cities' Circulator routes where the Cities, or its contractor, feel that there is a need for such furnishings.
- 7.3 Bus Stops and Bus Bays or Pull-outs. The Cities shall, at its sole option, provide, install, and maintain bus stop sites, including bus bays or pull-outs at stops along the Cities' Circulator routes, provided that any proposed bus bays or pull-outs and any proposed modifications or reconfigurations to existing bus bays or pull-outs shall be first reviewed and approved by the County or State, as appropriate.
- 7.4 Comparable Agreements. In the event that the County enters into an Interlocal Agreement with any other municipality for bus services, which are comparable to the services provided herein, but upon more favorable terms for the municipality than the terms provided herein, County agrees to amend this Agreement, if requested by the Cities, to provide substantially equivalent favorable terms to the Cities as those provided in such other County/Municipal Interlocal Agreements.
- 7.5 Financial Obligation. To the extent the FTA deducts withholds, or deobligates from this or any other Federal grant as a result of any act or omission on the part of the Municipality, Miami Dade County shall be entitled to deduct, withhold, or invoice the Municipality from this or any other agreement between the parties in the same amount as has been deducted, withheld or deobligated from Miami Dade County.

ARTICLE 8

TERMS, MODIFICATIONS AND MISCELLANEOUS PROVISIONS

- 8.1 Term of Agreement. This Agreement shall commence upon approval of the Board of County Commissioners and the Council of Cities of Hialeah and Hialeah Gardens and the execution by the County Mayor or his/her designee and authorized Cities Manager.
- 8.2 Renegotiation or Modification. Any substantive changes in the level of service to be provided by the Cities as set forth herein shall only be implemented after the County and the Cities 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 Cities 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 as determined by the County Mayor. Said notice shall be delivered by verified facsimile transmission or certified mail, return receipt requested. The noticed party shall have the opportunity to cure any stated cause for termination within a reasonable notice period, in which case the terminating party may cancel the termination notice using the same means by which the notice of termination-delivered.
- 8.5 Termination without Cause. The County or the Cities may terminate this Agreement without cause upon no less than sixty (60) days written notice to the other party. If the County or the Cities terminates this Agreement with or without cause, the Cities agree to reimburse the County on a prorated basis for financial assistance it has received for the year.
- 8.6 Notices. All notices and other communications required to be remitted pursuant to this Agreement to either party hereto shall be in writing and shall be delivered by verified facsimile transmission or certified mail, return receipt requested, to the parties at the address indicated below:

FOR MIAMI-DADE COUNTY:

Miami-Dade Transit Agency
701 N.W. First Court, Suite 1700
Miami, FL 33136

Attention: Director, Miami-Dade Transit
Fax: 786.469.5580

FOR CITIES OF HIALEAH AND HIALEAH GARDENS:

Cities of Hialeah and Hialeah Gardens
900 East 56th Street
Hialeah, Fl. 33013

Attention: Jorge DeLa Nuez

- 8.7 Name of Payee. The name of the official payee to whom the County shall issue checks shall be Cities of Hialeah and Hialeah Gardens for their respective grant amounts.
- 8.8 Complete and Binding Agreement. This writing embodies the full and complete Agreement of the parties. No other terms, conditions or modifications shall be binding upon the parties unless in writing and signed by the parties.
- 8.9 Execution. This document shall be executed in four (4) counterparts, each of which shall be deemed an original.

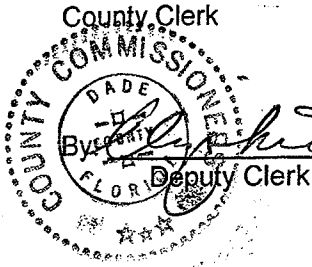
8.10 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

ATTEST:

FOR THE COUNTY:

Miami-Dade County,
A political subdivision of the State of Florida



By its Board of County Commissioners

By: [Signature]
County Manager

Date Executed:

Jun. 20, 2010

Approved as to Form and Legal Sufficiency

By: [Signature]
Assistant County Attorney

ATTEST:

FOR THE CITIES:

Cities of Hialeah and Hialeah Gardens
A political subdivision of the State of Florida

By: [Signature]
Cities Clerk

By: [Signature]
Cities Manager Mayor

Date Executed:

1/6/10

Approved as to Form and Legal Sufficiency

By: [Signature]
Cities Attorney