



CITY OF DORAL RECORD (MASTER) COPY TRANSMITTAL FORM

OFFICE OF THE CITY CLERK
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Transmittal From: P. W.
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- Contract
- Agreement *Interlocal Agrm. MDTA + COD (Please sign all three set & return to PWD to collect sign. from MDC) Thank you!*
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Incomplete pending county signatures.

Archived in the Office of the City Clerk on 5/19/10 (Date)

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**Interlocal Agreement Between
Miami-Dade Transit Agency and the City of Doral
For Federal Funding Pass-Through Arrangements with the American Recovery
and Reinvestment Act (ARRA) of 2009 Federal Transit (FTA 5307) for the City to
Install Bus Shelters**

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

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 City of Doral, a designated FTA funding recipient.

WHEREAS, the City will provide the citizens of the City of Doral by purchasing and installing bus shelters, directly or through a General contractor, which will meet the local needs; and

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 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 City.
- 1.4 "The County" shall include Miami-Dade County, the Miami-Dade Transit, the Miami-Dade Consumer Services Department, and authorized representatives thereof.
- 1.5 "The City" shall mean City of Doral and authorized representatives thereof.
- 1.6 "FDOT" shall mean the Florida Department of Transportation and authorized representative thereof.
- 1.7 "MDT" shall mean the Miami-Dade Transit and authorized representatives thereof.
- 1.8 "USDOT" shall refer to the U.S. Department of Transportation, its rules and regulations, and representatives thereof.
- 1.9 "FTA" shall mean the Federal Transit Administration, its rules and regulations, and representatives thereof.
- 1.10 "CSD" shall mean the Consumer Services Department of Miami-Dade County and authorized representatives thereof.
- 1.11 "PTRD" shall refer to the Passenger Transportation Regulatory Division of CSD.
- 1.12 "Federal Reporting Requirements" shall mean those requirements referenced in 49 CFR Section 5335(a), as may be amended from time to time, and found in the National Transit Database Reporting Manual published by the FTA.
- 1.13 "STS", Special Transportation Service, is the component of the conventional transit system designed to provide comparable circulator service to disabled individuals as mandated in the ADA.

ARTICLE 2

GENERAL REQUIREMENTS

- 2.1 Compliance with Applicable Laws and Regulations. The 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 shelter procurement and installation. The City shall be responsible for obtaining copies of the appropriate laws, regulations, ordinances, and documents and complying therewith.
- 2.2 Compliance with ADA. The City's bus shelters 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 service. In fulfillment of the City's obligation, the City hereby contracts with the County to provide STS Service for trips which have both their origin and destination within the City bus shelters service area, as the County shall continue to provide such trips as part of its STS Service at no cost to the City. To the extent that any terms in this Agreement are in conflict with the ADA, the requirements of the ADA shall control.
- 2.3 Compliance with Federal Civil Rights Requirements. The City, 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).
- 2.4 Compliance with the United States Department of Labor: The City, 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).
- 2.5 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.
- 2.6 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 issue regarding the provision of transportation improvements and shall be considered, along with private contractors, for provision of services to be provided by the City pursuant to this Agreement.
- 2.7 Drug-free Workplace and Testing. In accordance with the Code of Miami-Dade County, the City shall certify that it will have a 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 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.

- 2.8 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.
- 2.9 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.
- 2.10 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 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 City Manager of the City of Doral, or their designees.

ARTICLE 3

CITY OF DORAL BUS SHELTERS

- 3.1 Use of Logo. FTA has logo uniquely identifying ARRA projects. Such logo shall at all times be displayed on the exterior of the bus shelters pursuant to this Agreement. The County shall allow the display of the logo on the County's bus stop sign at all stops common to the City and the County bus routes. The City shall be responsible for placing the logo on the pertinent signs where space is available for such logos to be placed.

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 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 City shall also report monthly ridership performance data.
- 4.2 Additional Information. The City shall provide additional information about the City installing bus shelters operations as requested by the County within thirty (30) days, unless a different time period is agreed upon, in writing, by the City Manager and the County Mayor or his/her designee.

- 4.3 **Administrative Fees.** The City shall pay the County a 5% fee of the FTA FY 2009 award of \$312,110.71 totaling \$15,605.54 for grant administration, finance, project management, and performance reporting. The net amount to the City is \$ 296,505.17. The County shall be entitled to an administrative fee of 5% for any and all future FTA 5307 grants awarded to the City 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 City 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 City 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 City 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 City currently has liability insurance, but is also authorized to be a 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.

ARTICLE 6

IDEMNIFICATION

- 6.1 The City 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 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. 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., including the monetary limits of Sec. 768.28(5); F.S. which limits shall apply regardless of whether said limits would apply in the absence of this provision.
- 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 connection 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. 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., including the monetary limits of Sec. 768.28(5); F.S. which limits shall apply regardless of whether said limits would apply in the absence of this provision.

ARTICLE 7

FINANCIAL ASSISTANCE

- 7.1 Grant Matching Funds. There are no matching funds required for this American Recovery and Reinvestment Act (ARRA) FTA program.
- 7.2 Bus Shelters and Benches. The City shall, at its sole option, provide, install, and maintain bus passenger shelters, benches and other bus stop furnishings, at bus stops along the City's bus shelters service routes where the City, or its contractor, feels that there is a need for such furnishings.
- 7.3 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 stops along the City's bus shelters service 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 City, to provide substantially equivalent favorable terms to the City 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 City Commission of City of Doral and the execution by the County Mayor or his/her designee and authorized City Manager.
- 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 bus shelters 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 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 in advance for the year. This shall not require any reimbursement as to bus shelters which City has installed pursuant to this Agreement.

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 CITY OF DORAL:

City of Doral
19200 West Country Club Drive
Aventura, Florida 33180

Attention: Robert M. Sherman, Community Services Director

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

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

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

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

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

ATTEST:

FOR THE COUNTY:

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

County Clerk

By its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
County Manager

Date Executed:

Approved as to Form and Legal Sufficiency

By: _____
Assistant County Attorney

ATTEST:

FOR THE CITY:

City of Doral
A political subdivision of the State of
Florida

By: Barbara Heuer
City Clerk

By: Yvonne McKinley
City Manager

Date Executed: _____

Approved as to Form and Legal Sufficiency

By: [Signature]
City Attorney

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 29th day of October, A.D., 2008.

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

By: _____
Deputy Clerk