



Interlocal Agreement Between
Miami-Dade County and the Town of Cutler Bay
For the Provision of SMART Plan Demonstration Projects
On-Demand 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 Town of Cutler Bay, a municipal corporation of the State of Florida, hereinafter referred to as "the Town".

WITNESSETH:

WHEREAS, residents of Town of Cutler Bay wish to enhance their transit mobility, and the operation of a municipal on demand service provides the opportunity of transit to match the travel needs of the Cutler Bay residents while improving first and last mile connectivity; and,

WHEREAS, the provision of on-demand services achieves the need for new technological and mobility solutions by County; and

WHEREAS, the provision of a balanced, multimodal transportation network that will connect existing Miami-Dade Department of Transportation and Public Works (DTPW) services and helps increase the use of services provided by DTPW; and

WHEREAS, the Town has sponsored and is willing to provide an alternative form of supplemental public transit throughout the Town 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 Town 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 On-demand services as described in this Agreement under contract to the Town.
- 1.3 "The County" shall include Miami-Dade County, the Miami-Dade Department of Transportation and Public Works Miami-Dade. Consumer Services Department, and authorized representatives thereof.
- 1.4 "The Town" shall mean Town of Cutler Bay and authorized representatives thereof.
- 1.5 "FDOT" shall mean the Florida Department of Transportation and authorized.
- 1.6 "DTPW" shall mean the Miami-Dade Department of Transportation and Public Works and authorized representatives thereof.
- 1.7 "U.S. D.O.T." shall refer to the U.S. Department of Transportation, its rules and regulations and representatives thereof.
- 1.8 "FTA" shall mean the Federal Transit Administration, its rules and regulations, and representatives thereof.
- 1.9" CSD" shall mean the Consumer Services Division of Miami-Dade County
- 1.10 "PTRD" shall refer to the Passenger Transportation Regulatory division of DTPW.
- 1.11 "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.
- 1.12 "Fares" for the on-demand service shall mean individual transportation fees paid by public transit passengers in accordance with a schedule of fares adopted by County Ordinance. "On-demand" section 29-124 of the Code of Miami-Dade County provides that municipalities of may fund on-demand transportation services as defined in the section 212.055(1) (e), Florida Statues.
- 1.13 "STS", Special Transportation Service, is the component of the conventional transit system designed to provide comparable On-Demand service to disabled individuals as mandated in the ADA.
- 1.14 "On-demand", shall mean flexible routing with dynamic dispatching.

ARTICLE 2

GENERAL REQUIREMENTS

- 2.1 Compliance with Applicable Laws and Regulations. The Town 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 Town On-demand Services. The Town shall be responsible for requiring compliance of its employees, contractors, agents, or assigns with all applicable county, state and federal requirements, including, but not limited to, all safety, mechanical, and vehicular standards mandated by DTPW and CSD. The Town 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 on-demand service under this Agreement, the Town 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 Town and its contractors shall maintain such certificates, registrations and permits current during the Period of this Agreement. In no event shall the Town or any of its contractors provide any transportation services contemplated by this Agreement until any and all County regulatory requirements are satisfied.
- 2.3 Vehicle Licensing. All vehicles utilized to provide transportation services shall at all times be properly licensed and permitted in accordance with applicable federal, state and county requirements. Vehicle operators shall comply with all safety, mechanical and vehicular standards mandated by any applicable county, state and federal requirements including, but not limited to, all safety, mechanical and vehicular standards mandated by DTPW and 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 DTPW. All vehicles utilized to provide transportation services authorized by this Agreement shall at all times display a current and valid county permit and shall comply with safety, mechanical and vehicular requirements mandated by applicable county, state or federal requirements, including ADA.
- 2.5 Chauffeur Requirements. Vehicle chauffeurs shall at all times have a current and valid county chauffeur's registration, vehicle chauffeurs shall also comply with any safety, mechanical and vehicle standards mandated by applicable county, state and federal requirements and as may be prescribed and required by CSD or DTPW.
- 2.6 Proof of Compliance Prior to Operation. The Town 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 on-demand 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 Town for the benefit of citizens of the Town and of the County. Town employees, agents and contractors providing transportation services shall be considered to be, at all times, solely employees, agents or contractors of the Town under its sole direction and not employees, agents or contractors of the County.
- 2.8 Compliance with ADA. The Town's on-demand services shall comply with all applicable requirements of the ADA. The Town and the County recognize their joint obligation to provide STS in the area served by the Town's on-demand service. In fulfillment of the Town's obligation, the Town hereby allows the County to provide STS Service at no cost to the Town. 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 Town 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 Town shall be considered, along with private contractors, for provision of services to be provided by the Town pursuant to this Agreement.
- 2.11 Drug-free Workplace and Testing. In accordance with the Code of Miami-Dade County, the Town shall certify that it will have drug-free workplace program. Further, the Town shall require pre-employment drug testing and other periodic drug testing for all persons holding safety-sensitive positions, as defined by U.S. D.O.T., related to transit operation. Effective upon execution of the Agreement, the Town shall require that its employees or contractor if applicable, comply with all applicable requirements of the U.S. D.O.T. regulations for drug and alcohol testing. To the extent that any terms in this Agreement are inconsistent with the U.S. D.O.T. regulation, the requirements of the U.S. D.O.T. shall control.
- 2.12 Town Representative. The Town shall designate individual(s) to act as liaison to the County and notify the County thereof. The Town shall promptly notify the County of any changes.
- 2.13 County Representative. The County shall designate individual(s) to act as liaison to the Town and notify the Town thereof. The County shall promptly notify the Town 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 of the Town, 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 Town Manager or their designees.

ARTICLE 3

TOWN OF CUTLER BAY TRANSPORTATION SERVICES

- 3.1 Provision of Town On-Demand. The Town shall provide public transportation service within the Town as contained in Figure 1 (service area map) and span of service schedule contained in Figure 2, copies of which are attached. Figure 2(a) a description of any area within the municipal boundaries not being serviced by the municipal transit services changes to Figures 1 – 2a 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 Cutler Bay Town Manager or designee. The following steps must be performed, during the planning phase, if the Town decides to change the service: 1) advertise a notice of public hearing in English and Spanish; and 2) conduct a minimum of one public hearing that gives the community an opportunity to voice their opinion concerning the change. The Town must present proof to Miami-Dade County that the two steps previously mentioned were done before the change is implemented.

In addition, the Town must notify Miami-Dade County under the following circumstances:

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

If in the event the Town, after the effective date of this Interlocal Agreement, should place for bid or solicitation for services described herein the Town shall give Miami-Dade County the opportunity to submit a bid or proposal to provide that transportation service.

- 3.1.5 Miscellaneous. The Town or Town's Contractor shall provide adequate customer service training to its employees. Drivers, dispatchers and supervisors shall be subject to a training program inclusive of the recommended practices established by the American Public Transportation Association (APTA) in documents BTS-BO-RP-001-07 and BTS-BO-RP 0002-07 (copies have been previously been provided to the Town).
- 3.2 Fares. The Town shall operate the On-Demand charging an On-Demand fare in accordance with public transit fares established by the Town Council, as may be modified from time to time. Initially no fare shall be collected until such a time as the Town Council enacts an Ordinance with an alternative fare structure.

If an alternate fare structure is enacted, the Town shall accept all DTPW passes, transfers, or identification entitling a passenger to ride an on-demand without paying any additional fare. Qualified passengers shall pay no fare. DTPW Easy Cards and Tickets, or identification entitling a passenger shall be accepted to enable passengers to ride the on-demand without paying an additional fare.

- 3.3 Connection and Coordination with County Bus Routes. The On-demand 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 Town shall be responsible for ensuring that On-demand service is operated in their entirety with no deviation from the approved areas and span of service unless otherwise authorized by the County.
- 3.5 Use of Logo. The Town may wish to design a logo uniquely identifying its on-demand service. If they do so, such logo shall at all times be displayed on the exterior of all vehicles operation pursuant to this Agreement.
- 3.6 Non-Interference and Non-Disturbance. The County and the Town 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 Cutler Bay On-Demand in-service vehicles.

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ARTICLE 4

RECORDS AND REPORTS

- 4.1 Reporting Requirements. The Town 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 Town 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 Town shall provide to the County on a quarterly basis the municipal daily transit ridership data for both circulator and on-demand services to the DPTW Office of Performance Improvement (or successors) and any additional information about the Town On-Demand service operations as requested by the County within thirty (30) days, unless a different time period is agreed upon by the Town and the County.
- 4.3 Real Time Data. Town shall provide to the County the municipality's real time circulator service route information in a format approved by the Department of Transportation and Public Works, or its successor department, such as provided by a Global Positioning System, and which is compatible with, and may be integrated into, the County's smartphone transit tracker application and common third party applications.

ARTICLE 5

INSURANCE

The parties hereto acknowledge the Town is self-insured governmental entity subject to the limitations of Section 768.28, F.S. The Town 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 Town shall collect and keep on file documentation of insurance of any and all private providers operating in the Town On-Demand service. In the event that the Town contracts with a private vendor for services, the Town shall require contractor to meet the insurance requirements shown in **Figure 1**, as minimum. The Town 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 on-demand service operations.

Figure 1
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 Town must be named as an additional insured on the liability policies and it must be named as an additional insured on the liability policies; and it must be stated on the certificate.
6. Other Insurance as indicated:

_____ Builders Risk completed value	\$	
_____ Liquor liability	\$	
_____ Fire legal liability	\$	
_____ Protection and indemnity	\$	
_____ Employee dishonesty bond	\$	
___X___ 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 Town and, its contractors, officers, agents, and employees, 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 Town and/or its officers, employees, agents or instrumentalities, during the term of this Agreement. The Town 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 Town expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Town 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 Town, 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 Town 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 Town, 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 Town or its officers, employees, agents or instrumentalities as herein provided. Nothing herein shall be deemed to indemnify the Town from any liability or claim arising out of the negligent performance or failure of performance of the Town, 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 Town contracts for transportation services authorized by this Agreement, the contractor shall, in its contract with the Town, 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 Town 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 Town, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. The Town shall require that the contract between and Town 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 Town or their officers, employees, agents or instrumentalities as herein provided. Nothing herein shall be deemed to indemnify the County and the Town from any liability or claim arising out of the negligent performance of the County and the Town, their officers, employees, agents or instrumentalities or any other related third party.

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ARTICLE 7

FINANCIAL ASSISTANCE

- 7.1 Grant Matching Funds. The Town 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 Town shall pay to the County one hundred percent (100%) of the actual net operating annual cost of the service not to exceed \$385,000 (\$96,250 per quarter / \$32,083.33 per month) for the first year of the service except for increases to operating costs that are not due to the service changes. The payment shall be made on a quarterly basis, within thirty (30) days of the Town receiving an appropriate invoice from the County. The amount of the payment shall be one fourth (1/4th) of the agreed annual Town cost unless otherwise agreed upon by the parties.

In subsequent fiscal years, the Town will continue to pay the County 100% of the actual operating cost. The County shall notify the Town of any increase in operating cost a minimum of (six months in advance).

It is the sole responsibility of the Town to determine the source and dollar amount per source of funds to comprise the total contribution to the County for the provision of the Cutler Bay Circulator services as required in this agreement.

- 7.2 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 Town to maintain and provide the necessary data. Town's Share of supplemental Federal Funding. Beginning with the first year in which the On-demand 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 On-demand service's properly reported operations, the County agrees to pay the Town 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 Town from the County for the On-demand, provided that the funds remitted to the Town herein shall be used for the expansion, enhancement or maintenance of the On-demand service program.

As used herein, the Town'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 On-Demand serve operations provided by the Town 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 Town'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 Town's Share of Supplemental State Funding. In the event that the on-demand 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 Town 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 F.D.O.T. no less than sixty (60) days after funding is received from the State less any direct grants received by the Town from the County for the on-demand. 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 on-demand services which are comparable to the services provided herein, County may agree to amend this Agreement, if requested by the Town, to provide substantially equivalent favorable terms to the Town as those provided in such other County/ Municipal Interlocal Agreements.

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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 Town Council and the execution by the County Mayor or designee, Mayor of the Town or designee, and shall remain in force for three (3) years thereafter. This Agreement is subject to two three (3)-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 Town as set forth herein shall only be implemented after the County, the Town 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 Town 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 Town 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.
- 8.35 Americans with Disabilities Act (ADA) Title II of 1990.
The Town, and its Contractors shall not discriminate against any person because of race, sex, religious background, ancestry, national origin or disability in the performance of the Agreement. The Town and its contractors agree to comply with all parts of the ADA Title II applicable to the operation of this route. Furthermore, the Town, prior to putting into place and operating this route, shall provide the following evidence to the County of compliance with Title II of the ADA as mandated by the Code of Federal Regulations Title 49 Parts 27.13 and 27.15:
1. The name and contact information of the Town's ADA Coordinator.
 2. Evidence of ADA notice posted in an accessible format on the Town's website.
 3. The ADA notice shall be comprised of the following:
 - a. Notice of nondiscrimination on the basis of disability (see Appendix X for sample),
 - b. ADA grievance procedure.
 - c. An online contact form if applicable.
 - d. Accessible contact information of the designated ADA Coordinator, including phone number and email address.
- 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 on-demand 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 Town may terminate this Agreement without cause upon no less than sixty (60) days written notice to the other party. If the County or the Town terminates this Agreement with or without cause, the Town agrees to reimburse the County on a prorated basis for any financial assistance it has received for the On-Demand 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 Department of Transportation and Public Works
701 NW 1st Court
Miami, Florida 33136
Attention: Director, Miami-Dade Department of Transportation and Public Works
Phone: (305) 375-2960 or 3-1-1 (305) 468-5900 Fax: (786) 469-5406

FOR TOWN OF CUTLER BAY

Town of Cutler Bay
10720 Caribbean Blvd, Suite 105
Cutler Bay, FL 33189
Attention: Town Manager, Rafael G. Casals
Phone: (305) 234-4262 Fax: (305) 234-4251

- 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:

TOWN OF CUTLER BAY
A Municipal Corporation of
the State of Florida

By: _____

By: _____ Date
Rafael G. Casals,
Town Manager
Town of Cutler Bay

Town Resolution No. 19-_____

ATTEST:

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

HARVEY RUVIN, CLERK

By Its Board of County
Commissioners

By: _____
DEPUTY CLERK

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

Approved by County Attorney as
to form and legal sufficiency _____

Figure 1 (Service Area Map)



Figure 2 (Span of Service Schedule)

The On-Demand Service will be available, at a minimum, on weekdays from:

Business Peak Travel Times

5:30 AM – 9:30 AM

4:00 PM – 8:00 PM