

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2000.09

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH THE MIAMI-DADE TRANSIT AGENCY FOR FEDERAL FUNDING PASS-THROUGH ARRANGEMENTS IN CONNECTION WITH THE TOWN'S INSTALLATION OF BUS SHELTERS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Miami-Dade Transit Agency, a department of Miami-Dade County, desires to pass through to the Town of Golden Beach (the "Town") a portion of certain funds it has received in connection with the federal American Recovery and Reinvestment Act and the Federal Transit Administration Urbanized Area Formula Program, Section 5307, which provides funds for public transit in urbanized areas; and

WHEREAS, the Town Council wishes to utilize these funds to install bus shelters within the Town to provide transportation services to benefit local residents and business both within the Town and within sections of Miami-Dade County north of the Town; and

WHEREAS, the Town Council finds that it is in the best interest of the Town to enter into the Interlocal Agreement between the Town and Miami-Dade Transit Agency attached as Exhibit "A" (the "Agreement").

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the above-stated recitals is hereby adopted and confirmed.

Section 2. Agreement Approved. That the Agreement between the Town and Miami-Dade Transit Agency, in substantially the form attached hereto as Exhibit "A", is hereby approved, and the Mayor is hereby authorized to execute the Agreement, on behalf of the Town, once approved as to form and legal sufficiency by the Town Attorney.

Section 3. Implementation. That the Mayor and Town Manager are hereby authorized to take any and all action necessary to implement this Resolution and the Agreement in accordance with the terms, conditions and purposes of this Resolution and the Agreement.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

Sponsored by Town Administration.

The Motion to adopt the foregoing Resolution was offered by Councilmember Bernstein, seconded by Councilmember Einstein and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Judy Lusskin	<u>Aye</u>
Councilmember Ben Einstein	<u>Aye</u>
Councilmember Amy Rojas	<u>Aye</u>
Councilmember Ken Bernstein	<u>Aye</u>

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 19th day of May, 2009.

ATTEST:


ELIZABETH SEWELL
TOWN CLERK



MAYOR GLENN SINGER

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


STEPHEN J. HELFMAN
TOWN ATTORNEY

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

This is an Interlocal Agreement (this "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 Town of Golden Beach a municipal corporation of the state of Florida, hereinafter referred to as "the Town".

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 Town of Golden Beach, a designated FTA funding recipient.

WHEREAS, using that funding, the Town of Golden Beach will provide transportation services within the Town to benefit local residents and businesses within the Town and within sections of Miami-Dade County north of the Town; and

WHEREAS, the Town will provide the citizens of the Town of Golden Beach with improved public transportation by installing bus shelters 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 will help increase the use of the transit services provided by MDT; 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 same.

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. The American Recovery and Reinvestment Act (ARRA).
- 1.2 "Contractor" shall mean any entity, public or private providing public circulator services as described in this Agreement under contract to the Town.
- 1.3 "Circulator" shall mean fixed route or semi-fixed route public transportation services where at least seventy (70%) percent of the route is within the Town and said circulator service is operated by the Town, 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, the Miami-Dade Consumer Services Department, and authorized representatives thereof.
- 1.5 "The Town" shall mean Town of Golden Beach 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 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 of Golden Beach bus shelters. The Town 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 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 bus shelters 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 term 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 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 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 circulator service.
- 2.7 Purchase of Services/Sole Responsibility. Town employees, agents, and contractors providing transportation services shall be considered to be, at all times, solely employees, agents, and 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 bus shelters 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 Circulator service. In fulfillment of the Town's obligation, the Town hereby contracts with the County to provide STS service for trips which have both their origin and destination within the Town bus shelters service area, as the County shall continue to provide such trips as part of its STS service at no cost to the Town. 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 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 issue regarding the provision of transportation service and 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 a 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 USDOT, 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 USDOT regulations for drug and alcohol testing. To the extent that any terms in this Agreement are inconsistent with the USDOT regulation, the requirements of the USDOT shall control.
- 2.12 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 and the Town Mayor, 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 Manager of the Town of Golden Beach, or their designees.

ARTICLE 3

TOWN OF GOLDEN BEACH BUS SHELTERS SERVICES

- 3.1 Provision of Town Circulator Services. The Town shall provide public transportation services to the citizens of the Town of Golden Beach. 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 Manager of the Town of Golden Beach, or their designees.
- 3.2 Connection and Coordination with County Bus Routes. These routes may complement existing County Metrobus routes and will provide the citizens of Town of Golden Beach with improved public transportation, which will meet the local public needs. The installing of bus shelters will benefit the citizens and local businesses.
- 3.3 Operation of Routes Their Entirety. The Town 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 Town.
- 3.4 Planning and Scheduling of Circulator Routes. The County, through the MDT Director or his designee, may assist the Town staff with technical support for planning and scheduling of Town Circulator services.
- 3.5 Use of Logo. FTA has logo uniquely identifying ARRA projects such logo shall at all times be displayed on the exterior of all vehicles operating pursuant to this Agreement. The County shall allow the display of the Circulator service logo on the County's bus stop signs at all stops common to the Town and the County bus routes. The Town 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 Town may provide, install, and maintain bus stop signs and signposts at stops along the Town's bus Circulator routes, which are not also stops for Metrobus routes. If the Town, its contractor, licensee, permittee, or assignee wishes to install bus stop signs at common bus stops, MDT must agree to such action and the Town 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 Town bus stop signs, MDT shall provide to the Town the materials to be displayed on the bus stop sign facility, in the size and format to be specified by the County. The Town shall be responsible for installing the Metrobus stop information in the bus stop sign facility per the specification of the County. If the Town moves or discontinues the bus stop where the sign is the Town's, the Town 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 Town of Golden Beach stop information.
- 3.7 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 of Metrobus service.

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 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 Town shall also report monthly ridership performance data. The Town shall annually prepare and submit audited National Transit Data Base reports as required by the USDOT 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 additional information about the Town's bus shelter installation operations as requested by the County within thirty (30) days, unless a different time period is agreed upon, in writing, by the Town Manager and the County Mayor or his/her designee.
- 4.3 Administrative Fees. The Town shall pay the County a 5% fee of the FTA FY 2009 award of **\$9,520.96** totaling **\$476.05** for grant administration, finance, project management, and performance reporting. The County shall be entitled to an administrative fee of 5% for any and all future FTA 5307 grants awarded to the Town 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 Town 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 Town 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 Town 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 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 the Town of Golden Beach service routes. 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 a 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 bus service operations.

**Figure 1
Insurance Check List**

(Form H from Town of Golden Beach Request for Proposals for Contract for Municipal bus Services)

- _____ 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	\$ _____
_____ Other blanket fidelity bond	\$ <u>10,000.00</u>

- _____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

IDEMNIFICATION

- 6.1 The Town 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 Town and/or its officers, employees, agents or instrumentalities, during the term of this Agreement. The Town shall pay all claims and losses in connections therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments and reasonable attorneys' fees which may issue thereon. The 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 attorneys fees which may issue thereon. The County expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the County shall in no way limit the responsibility to indemnify, keep and save harmless and defend the 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.

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 Town shall, at its sole option, provide, install, and maintain bus passenger shelters, benches and other bus stop furnishings, at bus stops along the Town's bus shelters service routes where the Town, or its contractor, feels that there is a need for such furnishings.
- 7.3 Bus Stops and Bus Bays or Pull-outs. The Town shall, at its sole option, provide, install, and maintain bus stop sites, including bus bays or pull-outs at stops along the Town'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 Town, to provide substantially equivalent favorable terms to the Town as those provided in such other County/Municipal Interlocal Agreements.

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 Town of Golden Beach and the execution by the County Mayor or his/her designee and authorized Town Mayor. The Agreement shall continue until terminated pursuant to section 8.4 or 8.5 hereof.
- 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 and 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.
- 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 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 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 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 TOWN OF GOLDEN BEACH:

Town of Golden Beach
1 Golden Beach Drive
Golden Beach, FL 33160-2296
Phone: (305) 932-0744

Attention: Alexander Diaz, Town Manager

- 8.7 Name of Payee. The name of the official payee to whom the County shall issue checks shall be Town of Golden Beach.
- 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 Mayor

Date Executed: _____

Approved as to Form and Legal Sufficiency

By: _____
Assistant County Attorney

ATTEST:

FOR THE TOWN:

Town of Golden Beach
A political subdivision of the State of
Florida

By: Elizabeth Sewell
Town Clerk

By: [Signature]
Glenn Singer, Town Mayor

Date Executed: _____

Approved as to Form and Legal Sufficiency

By: [Signature]
Town 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