

TOWN OF BAY HARBOR ISLANDS

October 28, 2020

AGENDA

STATEMENT OF DECORUM

All comments must be addressed to the Council as a body and not to individuals. Any person making a racial or slanderous remark or who becomes boisterous while addressing the Town Council, staff, etc. shall be barred from the audience by the presiding officer. No profanity, shouting, heckling, verbal outbursts or disruptive behavior in support of or opposition to a speaker or his/her remarks is permitted. Please mute or turn off your cell phone or other electronic devices at the start of the meeting. Failure to do so may result on being barred from the meeting. Persons exiting the Chambers shall do so quietly.

SPECIAL NOTICE - VIRTUAL MEETING

This meeting is being held through the Zoom Platform. Members of the Public who wish to participate and/or view the meeting may do so by logging in through the Zoom Platform as follow:

Zoom Link: <https://zoom.us/j/96477561007>

Meeting ID: 964 7756 1007

To request to speak during Public Comment, please utilize the “raise your hand” Zoom feature on your electronic device. You will be recognized at the direction of the Zoom Meeting Host.

In addition, any member of the public who does not wish, or is unable to participate through the Zoom video conferencing platform, but would still like to participate can do so by listening to the meeting as it happens by dialing the Toll-free number below:

US Toll Free Number: 877 853 5247 or 888 788 0099

Meeting ID: 964 7756 1007

Participant ID: Press the # key

To request to speak: Dial *9 on your telephone device to activate the “Raise your Hand” feature on the zoom platform.

Members of the Public can also submit their request to speak and/or comments via e-mail to the Office of the Town Clerk at achang@bayharborislands-fl.gov

CALL TO ORDER: 6:00 p.m.

ROLL CALL:

PLEDGE OF ALLEGIANCE:

SPECIAL PRESENTATION:

1. Legislative Update - Lobbyist David Caserta

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

TOWN MANAGER’S REPORT:

2. Church by the Sea Update

COUNCIL REPORTS: Each Council Member will be afforded two (2) minutes to make their reports.

PUBLIC COMMENT:

*There is a three (3) minute time limit for each speaker during public comment and a two (2) minute time limit for each speaker during all other agenda items. Your cooperation is appreciated in observing the three (3) minute rule. If you have a matter you would like to discuss which requires more than three (3) minutes, please arrange a meeting with the Town Manager or appropriate administrative official. **A request form is available from staff; please fill it in and return it to the Town Clerk prior to the start of the meeting if you would like to speak during public comment.** Please come forward to the podium, give your name and address, and the name and address of the organization you are representing if any.*

COMMITTEE REPORTS:

CONSENT AGENDA: *(Consent agenda items are those which are routine, do not require discussion or explanation prior to Town Council action, or have already been discussed and/or explained and do not require further discussion or explanation. Items can be removed from the consent agenda by the request of an individual Council member for independent consideration provided such request is made prior to the vote on the consent agenda.)*

3. **Consideration and Approval** of a resolution appointing the Town Clerk effective February 23, 2021. Enclosed is a copy of the proposed resolution.
4. **Consideration and Approval** of the Regular Council Meeting dates for the 2021 calendar year. Enclosed is a copy of the proposed dates.
5. **Consideration and Approval** of a Memorandum of Understanding (MOU) between the Town and the School Board of Miami-Dade County for the School Based Law Enforcement Officer for the 2019/2020 and 2020/2021 School years. Enclosed is a copy of the proposed agreement.
6. **Consideration and Approval** of a proposal from Enterprise Fleet Management to lease a 2020 Ford Escape for the Code Compliance Department in the amount of \$23,876 for a 60 month lease term. Enclosed is a copy of the proposed agreement.

STAFF RECOMMENDATION: Approval

ORDINANCES ON SECOND READING:

7. **Consideration and Approval** of an ordinance on **second** reading to increase the monthly charge for water service to \$4.81 per one thousand gallons and to increase the minimum monthly service charges for each water meter to \$22.38. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS AMENDING SECTIONS 20-5 AND 20-6 OF THE CODE OF BAY HARBOR ISLANDS TO INCREASE THE MONTHLY CHARGE FOR WATER SERVICE TO \$4.81 PER ONE THOUSAND GALLONS AND TO INCREASE THE MINIMUM MONTHLY SERVICE CHARGES FOR EACH WATER METER TO \$22.38; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

8. **Consideration and Approval** of an ordinance on **second** reading amending Section 20-9 of the Town Code increasing the monthly base and flow charges for sewer service. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS AMENDING SECTION 20-9 OF THE TOWN CODE INCREASING THE MONTHLY BASE AND FLOW CHARGES FOR SEWER SERVICE; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

9. **Consideration and approval** of an Emergency Ordinance on first and second reading authorizing the use of Communication Media Technology (CMT) during periods when the Town Mayor determines and declares a local state of emergency. Enclosed is a copy of the proposed ordinance.

AN EMERGENCY ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AUTHORIZING THE USE OF COMMUNICATION MEDIA TECHNOLOGY AND FOR ATTENDANCE BY USE OF SUCH TECHNOLOGY BY ELECTED AND APPOINTED OFFICIALS DURING PERIODS WHEN THE TOWN MAYOR DETERMINES AND DECLARES A LOCAL PUBLIC HEALTH EMERGENCY OR STATE OF EMERGENCY AND FURTHER DETERMINES AND DECLARES THAT IT IS NECESSARY TO PROTECT THE HEALTH AND SAFETY OF TOWN OFFICIALS, TOWN STAFF, AND THE PUBLIC; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

ORDINANCES ON FIRST READING:

DEFERRED ITEMS:

TOWN MANAGER ITEMS: *(Town business items requiring Council approval)*

10. **Ratification** of December 16, 2019 Contract with The News Directors and resulting charges in the amount of \$50,812.50.

STAFF RECOMMENDATION: Approval

POLL VOTE

11. **Discussion and Possible Action** of a proposal for services from The News Directors for the period of October 1, 2020 through September 30, 2021. Enclosed is a copy of the extension letter provided by The News Directors.

STAFF RECOMMENDATION: Council Discretion

DISCUSSION ITEMS:

12. **Discussion and possible action** requested by Council Member Leonard as to: 1) Surfside informing the Town that it is no longer taking the lead on the Surfside – Bal Harbour – Bay Harbor Islands Shuttle (“Shuttle”) project; and 2) Surfside’s request that Bay Harbor Islands take the lead on the Shuttle project, including the issuance and the advertisement of a Request for Proposals for Shuttle service providers.
13. **Discussion** requested by Council Member Reid regarding how we can assist the Town's Business District during the COVID-19 pandemic.

ADJOURNMENT: Set for 11:00 p.m. *(Any items not addressed by 11:00 PM, will be continued to the following day at 7:00 PM)*

Pursuant to Florida Statutes 286.0105, the Town hereby advises the public that should any person decide to appeal any decision of the Town Council with respect to any matter to be considered at this meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.



THE CHURCH BY THE SEA

United Church of Christ

1045 95th Street, Bay Harbor Islands, Florida 33154
305.866.0321 ~ Fax 305.864.6501 ~ www.churchbythesea.org

Via Electronic Mail

October 22, 2020

Town Manager Maria Lasday
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

Re: Church by the Sea Status Report and MOT Request

Dear Manager Lasday:

This correspondence is transmitted to you on behalf of the Church by the Sea ("CBTS") pursuant to your request for a status update regarding the construction of our new Church and our request for the approval of the MOT plan submitted to the Town.

Retail Component

In response to questions raised about the retail component of our project, please be advised that the site plan and approved permits include a retail component on the first level of the building, and CBTS is moving forward in selecting retail tenant(s) for the project. We will continue to advise the Town as we move forward and once a tenant or tenants have been selected for the project.

"Green" Building

The church has integrated a number of sustainable measures and practices for the building such as, low flow washroom fixtures, LED lighting, and a reduction in the heat island effect by integrating upper level AstroTurf. CBTS will continue to explore other sustainable options as the Church program develops and is finalized.

MOT Request

As you are aware, CBTS is in receipt of building permits for the construction of the new Church building. Safety during construction remains the number one priority for the Church, as such, in order to complete the construction of the underground work for the structure along Kane Concourse, a portion of the sidewalk approximately 5'0" in depth along Kane Concourse must be closed and an alternative route for pedestrian traffic will be provided. The approval of this request is necessary because the structural components are more than 8'0" below the surface and directly adjacent to the adjoining sidewalk. In order to ensure safety during construction, CBTS and their team completed multiple evaluations, including consultation and evaluation by an independent engineer, all of which concluded that maintaining pedestrian access along the sidewalk during

Rev. Robert W. Asinger, *Minister* ~ Rev. Dr. Barbara A. Asinger, *Minister*

excavations creates a potentially hazardous condition for pedestrians and requires the temporary closure of the sidewalk and rerouting of pedestrian traffic. Please see attached correspondence from Biscayne Engineering.

Our consultants and experts recommended that the primary pedestrian traffic route for the 8-10 week closure, should reroute pedestrians to the use the sidewalk on the north side of 96th Street, crossing Kane Concourse only at Bay Harbor Terrace and East Bay Harbor Drive as shown in the attached MOT proposal. This should remain the primary pedestrian walk path while this closure is required. We expect that we will need to have the sidewalk closed for approximately 8-10 weeks until all the foundation work is completed along 96th Street. We anticipate beginning this work on or about November 30, 2020.

In an effort to mitigate any potential minor inconvenience to pedestrians during this time, CBTS proposes the following:

- Use of the four (4) parallel parking spaces on Kane Concourse while the sidewalk is closed. This location will be used as the alternative pedestrian pathway to allow pedestrians to by-pass construction but allow for a continuous path on the south side of the street. A curb transition ramp will be placed along with water-filled barriers to clearly delineate the pedestrian path. CBTS will pay the Town the monthly rate for the four parking spaces,
- The planter beds will be infilled temporarily to maintain the walk path to the corner at East Bay Harbor Drive. Signage will be placed to ensure that pedestrians proceed with caution;
- CBTS will also pay for an additional school crossing guard in this area, as directed by the Town to ensure that students can safely walk and cross in this area; and
- No bus stop closure is indicated.

Upon the completion of this underground work, the sidewalk will be reopened, and overhead protection will be placed over the sidewalk for the duration of construction. Final restoration along Kane Concourse will be completed later in the project, at which time the sidewalks and landscaping will be installed in accordance with the site plan approval and building permits for the project.

In addition to Kane Concourse, the construction will also require a closure of the partial sidewalk that exists along East Bay Harbor Drive. As such, CBTS proposes the following

- Use of the parallel parking spots on East Bay Harbor Drive, to create an alternative continuous pedestrian path at least 4'0" wide. This path would have caution signs at the entrance and exit and have water filled barriers on the east side, to provide protection from traffic. A curb transition ramp will be placed along with water-filled barriers to clearly delineate the pedestrian path. CBTS will pay the Town the monthly rate for the parking spaces.

In addition, CBTS has coordinated the truck route to limit afternoon deliveries, while school is in session as provided for in the attached truck routing exhibits. Moreover, additional flagman/attendants will be provided at the gates to be located in the alley and on 95th Street to facilitate construction traffic and mitigate any potential traffic impacts.

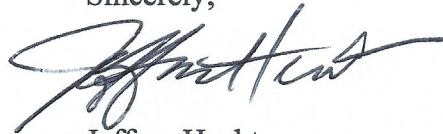
Finally, the project will be redeveloping some of the underground utilities within the alley and the proposed a re-routing of the alley will occur through the Church property. This will permit a continuous flow of traffic with adequate turning radius for deliveries, services and emergency vehicles.

Construction Trailer

In order to comply with social distancing, CBTS is also requesting permission to locate a 24' x 64' (1536 SF) construction trailer on the site. This is larger than permitted in the Town's municipal code, Section 23-4(7); however, COVID has presented unique challenges that require a larger construction trailer in order to comply with \ Miami Dade County Emergency Orders. The trailer would be fully contained on site and would be submitted to the Building Department for final approval.

Thank you for your continued attention to this matter, and we look forward to continuing to work with you and the Town.

Sincerely,



Jeffrey Hecht
Project Manager
Church by the Sea

AGENDA ITEM REPORT

October 28, 2020

ITEM NUMBER: 3.

ITEM:

Consideration and **Approval** of a resolution appointing the Town Clerk effective February 23, 2021. Enclosed is a copy of the proposed resolution.

DESCRIPTION:

With the announcement of the retirement by the current Town Clerk Marlene Marante Siegel effective February 22, 2021, the Town Council will need to appoint a Town Clerk. At the previous meeting the Council discussed the method of appointment and the majority of the Council agreed to appoint current Deputy Town Clerk Alba L. Chang as the Town's new Clerk starting February 23, 2021.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1. RESO- APPOINTING TOWN CLERK

RESOLUTION NO. _____

**A RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF BAY HARBOR ISLANDS,
FLORIDA, APPOINTING A TOWN CLERK
EFFECTIVE FEBRUARY 23, 2021.**

WHEREAS, it is incumbent upon the Town Council to appoint a Town Clerk upon the retirement of the Town's current Town Clerk, Marlene Siegel, on February 22, 2021; and

WHEREAS, appropriations for the Town Clerk has been provided for in the Operating Budget; and

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Bay Harbor Islands:

Section 1. That on February 23, 2020, the following be appointed as Town Clerk:

ALBA L. CHANG

PASSED and ADOPTED this 28th day of October, 2020

**STEPHANIE BRUDER,
MAYOR**

ATTEST:

**MARLENE M. SIEGEL
TOWN CLERK**

AGENDA ITEM REPORT

October 28, 2020

ITEM NUMBER: 4.

ITEM: Consideration and Approval of the Regular Council Meeting dates for the 2021 calendar year. Enclosed is a copy of the proposed dates.

DESCRIPTION:

The 2021 proposed regular council meeting dates have been schedule for the second Monday of the month with the following exception:

* Tuesday, October 12th, 2021 - Columbus Day (October 11th, 2021)

Enclosed is a list of the proposed dates.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1. 2021 Meeting Dates- TC



**REGULAR COUNCIL MEETING
MEETING DATES - 2021
(second Monday of each month)**

Council Meeting Dates
Monday, January 11th
Monday, February 8th
Monday, March 8th
Monday, April 12th
Monday, May 10th
Monday, June 14th
Monday, August 9th
Monday, September 13th
Tuesday, October 12th *
Monday, November 8th

- * Town Elections – Tuesday, April 6th, 2021
- * Columbus Day – Monday, October 11th, 2021

AGENDA ITEM REPORT

October 28, 2020

ITEM NUMBER: 5.

ITEM:

Consideration and Approval of a Memorandum of Understanding (MOU) between the Town and the School Board of Miami-Dade County for the School Based Law Enforcement Officer for the 2019/2020 and 2020/2021 School years. Enclosed is a copy of the proposed agreement.

DESCRIPTION:

The School Board of Miami Dade County on behalf of the Miami Dade School Police Department hereby submits the proposed first amendment to the Memorandum of Understanding for School Based Law Enforcement Officers. The proposed amendments are as follow:

- School Based Law Enforcement Officer will be required to complete School Resources Officer Training to be provide by Miami Dade School Police Department prior to the start of each school year.
- The School Board shall provide the Town with funding up to and including the amount of \$70,337.
- The Town agrees to have at least one (1) School Based Law Enforcement Officer during the entirety of each school day.

This agreement was previously on the October 13th agenda for Council approval. The Council did not approve the agreement then; however, without an executed agreement the school board will not reimburse us for the costs of the SRO.

Enclosed is a copy of the Memorandum of Understanding.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

The School Board shall provide BHIPD with funding up to and including the amount of Seventy Thousand Three Hundred Thirty-Seven and 00/100 Dollars (\$70,337.00) per school for which an School Based Law Enforcement Officer is assigned.

BUDGET IMPACT:

Submitted By: Marlene Marante Siegel, Town Clerk

ATTACHMENTS

1. SBLEO MOU - First Amendment Renewal Bay Harbor Islands (2019-2021)

First Amendment and Renewal to the of Memorandum of Understanding for School Based Law Enforcement Officers

This First Amendment, made and entered into this _____ day of _____, 2020, is between The School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida ("the School Board"), by and on behalf of the Miami-Dade Schools Police Department ("MDSPD") and the Town of Bay Harbor Islands ("the Town"), by and on behalf of the Bay Harbor Islands Police Department ("BHIPD") (also referred to as "Law Enforcement Agency") (collectively referred to as the "Parties").

WHEREAS, the Parties entered into the Memorandum of Understanding ("MOU") on April 22, 2019, for the placement of BHIPD school-based law enforcement officers (SBLEOs) at Miami-Dade County Public Schools ("MDCPS") for a term commencing July 1, 2018, and expiring June 30, 2019.

WHEREAS, by executing this First Amendment to the MOU, the Parties agree and intend to amend certain terms and conditions to the MOU, as more fully set forth below;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the adequacy and sufficiency of which are hereby acknowledged, the Parties agree the terms and conditions outlined below shall be amended as follows:

Paragraph 6 on page 2 of the MOU, is hereby amended to read as follows:

6. SBLEOs are required to complete School Resource Officer (SRO) training, to be provided by MDSPD prior to the start of each school year, and mental health crisis intervention training (CIT), as specified in Florida Statute Section 1006.12. Each SBLEO participating in covering schools must, prior to the start of each school year, provide a copy of his/her CIT certificate as proof of completion of CIT.

Paragraph 8 on Page 2 of the MOU is hereby amended to read as follows:

8. For each of the School Board's Fiscal Years 2019-2020 and 2020-2021, the School Board shall provide BHIPD with funding up to and including the amount of Seventy Thousand Three Hundred Thirty-Seven and 00/100 Dollars (\$70,337.00) per school for which an SBLEO is assigned as indicated in the chart in Paragraph 9. BHIPD shall provide the School Board prorated invoices for services completed. The School Board will only pay the Town's invoices for services completed. The School Board will not pay invoices for future and/or uncompleted services, regardless of the circumstances for non-completion.

Paragraph 9 on Page 2 of the MOU is hereby amended to read as follows:

9. BHIPD agrees that, during the term of the MOU, at least one (1) BHIPD SBLEO shall be present at each of the schools indicated in the chart below during the entirety of each school day. For the purposes of this MOU, a "school day" is defined as a week day in which school is in regular session, from the hours of 7:00 AM to 3:00 PM or 8:00 AM to 4:00 PM, and shall not include recess days, legal holidays, teacher planning days, summer days or days in which no students are present at the school, as a result of distance learning, or otherwise.

LOC #	SITE TYPE	SCHOOL/ FACILITY NAME	ADDRESS
0241	K-8	RUTH K. BROAD/BAY HARBOR K-8 CENTER	1155 93 Street, Bay Harbor Islands, FI
			TOTAL: 1

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Amendment as of the date first set forth above.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA BY: _____ Alberto M. Carvalho, <i>Date</i> Superintendent of Schools or Designee	THE TOWN OF BAY HARBOR ISLANDS BY: _____ Stephanie Bruder <i>Date</i> Mayor
SUBMITTED BY: BY: _____ Edwin Lopez <i>Date</i> MDSPD Chief of Police APPROVED AS TO FORM AND LEGAL SUFFICIENCY AS TO THE SCHOOL BOARD BY: _____ Assistant School Board Attorney <i>Date</i>	APPROVED AS TO FORM AND LEGAL SUFFICIENCY AS TO LAW ENFORCEMENT AGENCY BY: _____ Frank Simone <i>Date</i> Attorney for Town
OFFICE OF RISK AND BENEFITS MANAGEMENT BY: _____ Michael G. Fox <i>Date</i> Risk and Benefits Officer	BAY HARBOR ISLANDS POLICE DEPARTMENT BY: _____ Pablo Lima <i>Date</i> Chief of Police

AGENDA ITEM REPORT

October 28, 2020

ITEM NUMBER: 6.

ITEM:

Consideration and **Approval** of a proposal from Enterprise Fleet Management to lease a 2020 Ford Escape for the Code Compliance Department in the amount of \$23,876 for a 60 month lease term. Enclosed is a copy of the proposed agreement.

DESCRIPTION:

Consideration and Approval of a 60 month lease agreement through Enterprise Fleet Management for a 2020 Ford Escape for assignment to the Code Compliance Department. The total amount of the lease is \$23,876

The new vehicle will replace the 2010 Chevrolet Cobalt.

Enclosed is a copy of the proposal submitted by Enterprise Fleet Management.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

Budgeted amount based on Florida Sheriff's Association bid pricing plan.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
Code Compliance Replacement Vehicle	10/28/2020	\$5,439.34	5245.400044.00		\$6,600.00

Submitted By: Patrick Prendergast, Director of Code Compliance & Parking
Maria Lasday, Town Manager

ATTACHMENTS

1. 20 Ford Escape docs



FLEET MANAGEMENT

Town of Bay Harbor Islands

Fleet Menu Pricing

Class	Year	Make & Model	Description	Aftermarket Included	Monthly Payment							Total Annual Payment		
					Enterprise Delivered Price Including Aftermarket	Gain from Prior Unit	Amount Financed	Lease Payment	Monthly Full Maintenance	Total Monthly Payment	Annual Payment		Quantity	Initial
Compact SUV	2020	Ford Escape	S 4dr Front Wheel Drive	Admin Package from HG2 - Code Compliance	\$23,876.00	\$0.00	\$23,876.00	\$416.51	\$36.76	\$453.27	\$5,439.24	1		\$5,439.24
														\$5,439.24

All Lease Payments based are 60-month Term with 10,000 miles annually to residual book value or RBV

Full Maintenance option includes all scheduled and non-preventive services and repairs over term excluding tires and brakes.

ALL TAX (if applicable) AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE Town of Bay Harbor Islands

BY: _____ TITLE: _____ DATE: _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.
1 Capitalized Price of Vehicle May be Adjusted to reflect Final Manufacturer's Invoice. Lessee hereby Assigns to Lessor any Manufacturer Rebates And/or Manufacturer Incentives Intended for the Lessee, Which Lessee And/or Manufacturer Has Not Yet Received. Lessee hereby Assigns to Lessor any Manufacturer Rebates And/or Manufacturer Incentives Intended for the Lessee, Which Lessee And/or Manufacturer Has Not Yet Received. Lessee hereby Assigns to Lessor any Manufacturer Rebates And/or Manufacturer Incentives Intended for the Lessee, Which Lessee And/or Manufacturer Has Not Yet Received.
2 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this InvoiceSchedule/Quote, all such maintenance services are to be performed by Enterprise Fleet Management, Inc. and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc. pursuant to that certain separate agreement between Lessee and Enterprise Fleet Management, Inc. dated 1/1/2019. The inclusion herein of references to maintenance fees are being made by Enterprise Fleet Management, Inc. at the direction of Enterprise Fleet Management, Inc. solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Prepared For: Town of Bay Harbor Islands Armstrong, Douglas				Date 10/08/2020 AE/AM BAF/ASR	
Unit #					
Year		2020	Make Ford		Model Escape
Series		S 4dr Front-wheel Drive			
Vehicle Order Type	Ordered	Term 60	State FL	Customer# 382039	
\$ 23,676.10		Capitalized Price of Vehicle ¹			
\$ 0.00		*	Sales Tax <u>0.0000%</u> State <u>FL</u>		
\$ 0.00		*	Initial License Fee		
\$ 0.00		*	Registration Fee		
\$ 200.00		Other: Courtesy Delivery Fee			
\$ 0.00		*	Capitalized Price Reduction		
\$ 0.00		*	Tax on Capitalized Price Reduction		
\$ 0.00		Gain Applied From Prior Unit			
\$ 0.00		*	Tax on Gain On Prior		
\$ 0.00		*	Security Deposit		
\$ 0.00		*	Tax on Incentive (Taxable Incentive Total : \$0.00)		
\$ 23,876.10		Total Capitalized Amount (Delivered Price)			
\$ 358.14		Depreciation Reserve @ <u>1.5000%</u>			
\$ 58.49		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 416.63		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment			
Liability Limit <u>\$0.00</u>					
\$ 0.00		Physical Damage Management		Comp/Coll Deductible <u>0 / 0</u>	
\$ 36.79		Full Maintenance Program ³ Contract Miles <u>50,000</u>		OverMileage Charge <u>\$ 0.0450</u> Per Mile	
		Incl: # Brake Sets (1 set = 1 Axle) <u>1</u>		# Tires <u>2</u> Loaner Vehicle Not Included	
\$ 36.79		Additional Services SubTotal			
\$ 0.00		Sales Tax <u>7.0000%</u>		State <u>FL</u>	
\$ 453.42		Total Monthly Rental Including Additional Services			
\$ 2,387.70		Reduced Book Value at <u>60</u> Months			
\$ 495.00		Service Charge Due at Lease Termination			

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color (0 P) Oxford White

Interior Color (0 I) Dark Earth Gray w/Cloth Front Bucket Se

Lic. Plate Type Government

GVWR 0

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE Town of Bay Harbor Islands
BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
HG2 Custom Admin Package Estimate #1167	C	\$ 2,741.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 2,741.00
Aftermarket Equipment Total		\$ 2,741.00

VEHICLE INFORMATION:

2020 Ford Escape S 4dr Front-wheel Drive - US

Series ID: U0F

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$24,138	\$24,885.00
Total Options	\$791.10	\$830.25
Destination Charge	\$1,245.00	\$1,245.00
Total Price	\$26,174.10	\$26,960.25

SELECTED COLOR:

Exterior: YZ-(0 P) Oxford White

Interior: VH-(0 I) Dark Earth Gray w/Cloth Front Bucket Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
100A	Equipment Group 100A	NC	NC
106WB	106" Wheelbase	STD	STD
425	50-State Emissions System	STD	STD
447	Transmission: 8-Speed Automatic	Included	Included
942	Daytime Running Lamps (DRL)	\$42.00	\$45.00
996	Engine: 1.5L EcoBoost	Included	Included
MY21	3% Markup for 2021MY	\$749.10	\$785.25
PAINT	Monotone Paint Application	STD	STD
STDAX	3.52 Axle Ratio	Included	Included
STDGV	GVWR: TBD	Included	Included
STDRD	Radio: AM/FM Stereo	Included	Included
STDTR	Tires: 225/65R17 AS BSW	Included	Included
STDWL	Wheels: 17" Steel w/Sparkle Silver-Painted Covers	Included	Included
SYNC	SYNC Communications & Entertainment System	Included	Included
SYNCON	FordPass Connect	Included	Included
V	Cloth Front Bucket Seats	Included	Included
VH_01	(0 I) Dark Earth Gray w/Cloth Front Bucket Seats	NC	NC
YZ_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote manual folding side-view door mirrors
Spoiler: rear lip spoiler
Door Handles: black
Front And Rear Bumpers: body-coloured front and rear bumpers with metal-look rub strip
Front Bumper Insert: black front bumper insert
Body Material: fully galvanized steel body material
Body Side Cladding: black bodyside cladding
Grille: black grille
Exhaust Tip: chrome tip exhaust

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Console Ducts: console ducts
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Remote Engine Start: remote engine start - smart device only
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
Emergency SOS: SYNC 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 1 seatback storage pockets
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 3 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: FordPass Connect 4G internet access
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off projector beam halogen headlamps
Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
Front Wipers: variable intermittent speed-sensitive wipers wipers
Rear Window wiper: fixed interval rear window wiper
Rear Window Defroster: rear window defroster
Tinted Windows: light-tinted windows

Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Ignition Switch: ignition switch light
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: pedestrian detection
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Clock: in-radio display clock
Systems Monitor: systems monitor
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: compact spare tire
Spare Tire Mount: spare tire mounted inside under cargo
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5

Front Bucket Seats: front bucket seats

Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments

Reclining Driver Seat: manual reclining driver and passenger seats

Driver Height Adjustment: manual height-adjustable driver and passenger seats

Driver Fore/Aft: manual driver and passenger fore/aft adjustment

Front Centre Armrest Storage: front centre armrest

Rear Seat Type: rear manual reclining 60-40 split-bench seat

Rear Seat Fore/Aft: manual rear seat fore/aft adjustment

Rear Folding Position: rear seat fold-forward seatback

Leather Upholstery: cloth front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: metal-look/piano black instrument panel insert, door panel insert, console insert

Shift Knob Trim: metal-look shift knob

Floor Mats: carpet front and rear floor mats

Interior Accents: metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 181-hp, 1.5-liter I-3 (premium)

Standard Transmission:

Transmission 8-speed automatic w/ OD



HG2 Emergency Lighting
20962 Sheridan Street
Pembroke Pines, FL 33332 US
954-639-7212
ali@hg2lighting.com
www.hg2lighting.com

Estimate

ADDRESS

Enterprise Fleet Management
5105 Johnson Road
Coconut Creek, FL 33073

SHIP TO

Enterprise Fleet Management
5105 Johnson Road
Coconut Creek, FL 33073

ESTIMATE #	DATE	
1167	08/18/2020	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Rear Visor	Rear Visor Light With Directional Function	1	500.00	500.00T
HG2STB	4 Corner Strobe Lights	1	400.00	400.00T
6SWCTRL	6 Switch Controller	1	99.00	99.00T
Tint-2DR	Window Tint 2 Door 30%	1	119.00	119.00T
Graphics	Graphics Package Bay Harbor Islands Public Works	1	650.00	650.00T
Labor	Labor/Installation	1	500.00	500.00T
TH750	Thor TH750 Inverter	1	85.00	85.00T
Misc	Ipad Mount In Vehcile	1	299.00	299.00T
Delivery	Delivery Charge	1	0.00	0.00T
Labor	Labor/Installation of Inverter with Wiring Kit	1	0.00	0.00T
Labor	Labor/Installation of iPad Mount	1	89.00	89.00T
	Delivery and Installation Kit included at No Charge Per Ali Bhojani			

SUBTOTAL	2,741.00
TAX (0%)	0.00
TOTAL	\$2,741.00

Accepted By

Accepted Date

AGENDA ITEM REPORT

October 28, 2020

ITEM NUMBER: 7.

ITEM: Consideration and Approval of an ordinance on **second** reading to increase the monthly charge for water service to \$4.81 per one thousand gallons and to increase the minimum monthly service charges for each water meter to \$22.38. Enclosed is a copy of the proposed ordinance.

DESCRIPTION:

The proposed ordinance on first reading is to amend the charges for water service in Town. The proposed increase is from \$4.53 to \$4.81 per one thousand gallons.

In addition, the minimum water service charge for water meter shall be increase from \$21.08 to \$22.38.

Enclosed is a copy the proposed ordinance for first reading.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Melissa Cruz, Assistant Town Manager / Finance Director

ATTACHMENTS

1. Water Rate Increase - FY 20-21 (002)

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS AMENDING SECTIONS 20-5 AND 20-6 OF THE CODE OF BAY HARBOR ISLANDS TO INCREASE THE MONTHLY CHARGE FOR WATER SERVICE TO \$4.81 PER ONE THOUSAND GALLONS AND TO INCREASE THE MINIMUM MONTHLY SERVICE CHARGES FOR EACH WATER METER TO \$22.38; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Bay Harbor Islands is charged with protecting and preserving the public health, safety and welfare of the residents and those coming into the Town of Bay Harbor Islands; and

WHEREAS, the Town of Bay Harbor Islands purchases its water from Miami-Dade County; and

WHEREAS, Miami-Dade County has indicated an increase of 6.17% for water services in its preliminary budget; and

WHEREAS, the Town of Bay Harbor Islands does not currently have an alternative source to purchase water and in order to maintain proper fiscal discipline must pass-through the County's increase; and

WHEREAS, it is necessary for the Town of Bay Harbor Islands to increase the rates which it charges for water services because of higher operating costs;

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS as follows:

Section 1. Section 20-5 of the Code of the Town of Bay Harbor Islands is hereby amended as follows:

The charges for water service in the Town shall be at the rate of ~~four dollars and fifty-three cents (\$4.53)~~ four dollars and eighty-one cents (\$4.81) per one thousand (1,000) gallons plus that percent of such charges as determined from time to time by Miami-Dade County to compensate for the Miami-Dade County Water and Sewer utility charges to finance the Environmental Resources Management Department's water protection and utility regulation program.

Section 2. Section 20-6 of the Code of the Town of Bay Harbor Islands is hereby amended as follows:

There shall be a minimum water service charge for each water meter in the amount of ~~\$21.08~~ \$22.38.

Section 3. **Severability**

The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. **Inclusion in the Code**

It is the intention of the Town Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the Town of Bay Harbor Islands; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" may be changed to "Section" or any other appropriate word.

Section 5. **Effective Date**

This Ordinance shall be effective for all billings rendered after November 1, 2020.

PASSED this 13th day of October, 2020 on first reading.

PASSED AND ADOPTED this _____ day of November, 2020 on second reading.

MAYOR

ATTEST:

TOWN CLERK

AGENDA ITEM REPORT

October 28, 2020

ITEM NUMBER: 8.

ITEM: Consideration and Approval of an ordinance on **second** reading amending Section 20-9 of the Town Code increasing the monthly base and flow charges for sewer service. Enclosed is a copy of the proposed ordinance.

DESCRIPTION:

The proposed ordinance will amend the sewage charges for residential and non-residential users based on the water meter size as outline below.

Water Meter Size	Monthly Base Charge	Proposed Monthly Base Charge
1"	\$84.39	\$87.07
1.5"	\$168.78	\$174.15
2"	\$270.05	\$278.64
3"	\$506.28	\$522.38
4"	\$766.41	\$790.78

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Melissa Cruz, Assistant Town Manager / Finance Director

ATTACHMENTS

1. Sewer Rate Increase - FY 20-21

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS AMENDING SECTION 20-9 OF THE TOWN CODE INCREASING THE MONTHLY BASE AND FLOW CHARGES FOR SEWER SERVICE; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Bay Harbor Islands is charged with protecting and preserving the public health, safety and welfare of the residents and those coming into the Town of Bay Harbor Islands; and

WHEREAS, the Town of Bay Harbor Islands purchases its sewer services from the City of Miami Beach, which in turn pays Miami-Dade County; and

WHEREAS, Miami-Dade County has indicated an increase of 3.18% for sewer services in its preliminary budget and the City of Miami Beach has indicated an unspecified increase in their surcharge; and

WHEREAS, the Town of Bay Harbor Islands does not currently have an alternative source to purchase sewer services and in order to maintain proper fiscal discipline must pass-through the County's increase; and

WHEREAS, the Town of Bay Harbor Islands wishes to increase the rates for sewer service charges in order to fund increased costs for sewage disposal;

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS as follows:

Section 1. Section 20-9 is hereby amended to read as follows:

Sec. 20-9. Sewer service- Rates.

The schedule of rates for service supplied by the sewer system, which schedule shall be subject to such increase, decrease or revision from time to time as may be necessary to carry out the provisions of this section, shall be as follows:

Residential Users:

Sewage charges shall be based upon water usage (excluding water usage through meters used exclusively for irrigation) at a rate of ~~\$7.71~~ \$7.96 per thousand gallons. In addition, there shall be a monthly base charge of ~~\$20.28~~ \$20.92 per living unit regardless of usage.

Non-residential users:

Sewage charges shall be based upon water usage (excluding water usage through meters used exclusively for irrigation) at a rate of ~~\$7.71~~ \$7.96 per thousand gallons. In addition, there shall be a monthly base charge regardless of usage depending upon the size of the water meter as follows:

Water Meter Size	Monthly Base Charge	Monthly Base Charge
1"	\$84.39	\$87.07
1.5"	\$168.78	\$174.15
2"	\$270.05	\$278.64
3"	\$506.28	\$522.38
4"	\$766.41	\$790.78

An initial deposit of \$50.00 per water closet to ensure payment of the sewer charge. tapping charge of \$250.00 for each service connection made to any single-family dwelling unit and \$650.00 for each service connection made to any multiple-family dwelling or commercial establishment. To the charges set forth above shall be added that percent of such charges as determined from time to time by Miami-Dade County to compensate for the Miami-Dade County Water and Sewer utility services charge to finance the environmental resources management department's water protection and utility regulation program.

Section 2. Penalties

Violation of this Ordinance shall be subject to the imposition of penalties as provided by Miami-Dade County, Florida, and under Section 1-8 and any other penalty section(s) of the Code of the Town of Bay Harbor Islands.

Section 3. Severability

The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Inclusion in the Code

It is the intention of the Town Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the Town of Bay Harbor Islands; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" may be changed to "Section" or any other appropriate word.

Section 5. Effective Date

This Ordinance shall be effective for all billings rendered after October 1, 2020.

PASSED ON FIRST READING this 13th day of October 2020.

PASSED AND ADOPTED ON SECOND READING this ____ day of November 2020.

STEPHANIE BRUDER
MAYOR

ATTEST:

MARLENE M. SIEGEL
TOWN CLERK

AGENDA ITEM REPORT

October 28, 2020

ITEM NUMBER: 9.

ITEM: Consideration and approval of an Emergency Ordinance on first and second reading authorizing the use of Communication Media Technology (CMT) during periods when the Town Mayor determines and declares a local state of emergency. Enclosed is a copy of the proposed ordinance.

DESCRIPTION:

At the previous Town Council meeting the Town Attorney was asked to draft an ordinance that would allow the Council the use of Communication Media Technology (CMT) to conduct Council, Boards and Committee meetings during a declaration of a state of emergency. Attached is the ordinance submitted by the Town Attorney for approved on first and second hearing as an emergency ordinance.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Marante Siegel, Town Clerk
Frank Simone, Assistant Town Attorney

ATTACHMENTS

1. Ordinance Authorizing Public Meetings Via Communication Media

ORDINANCE NO. _____

AN EMERGENCY ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AUTHORIZING THE USE OF COMMUNICATION MEDIA TECHNOLOGY AND FOR ATTENDANCE BY USE OF SUCH TECHNOLOGY BY ELECTED AND APPOINTED OFFICIALS DURING PERIODS WHEN THE TOWN MAYOR DETERMINES AND DECLARES A LOCAL PUBLIC HEALTH EMERGENCY OR STATE OF EMERGENCY AND FURTHER DETERMINES AND DECLARES THAT IT IS NECESSARY TO PROTECT THE HEALTH AND SAFETY OF TOWN OFFICIALS, TOWN STAFF, AND THE PUBLIC; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Bay Harbor Islands, Florida (“Town Council”) deems it to be in the best interest of the citizens and residents of the Town of Bay Harbor Islands (the “Town”) to make provisions for public meetings by use of communication media technology and for attendance by use of such technology by elected and appointed officials during periods when the Town Mayor determines and declares a local public health emergency or state of emergency and the Town Mayor further determines that it necessary to protect the health and safety of Town officials, Town staff, and the public.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA:

Section 1. Recitals. The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2. Findings, Purpose, and Intent. In adopting this Ordinance, the Town Council intends to protect the public health and safety by making provisions for the occurrence of and attendance at public meetings by use of communication media technology (“CMT”) during local public health emergencies, state of emergencies, and other circumstances as determined by the Town Mayor. The Town Council finds:

1. The Novel Coronavirus of 2019 (“COVID-19”) is a respiratory illness caused by a virus that spreads rapidly from person to person and may result in serious illness or death, constitutes a clear and present threat to the lives, health, welfare, and safety of the people of the Town.
2. On March 1, 2020, Ron DeSantis, Governor of the State of Florida, issued Executive Order (“EO”) 20-51, directing the Florida Department of Health to issue a public health emergency.
3. On March 1, 2020, the State Surgeon General and State Health Officer declared

that a public health emergency exists in the State of Florida as a result of COVID-19.

4. On March 9, 2020, Governor DeSantis declared that a state of emergency exists in the State of Florida as a result of the continued spread of COVID-19.
5. On March 11, 2020, the Town Mayor declared a state of emergency pursuant to Section 2.02(b)(2) of the Town Charter.
6. On March 23, 2020, the Town Mayor issued a “Safer at Home” Emergency Order, strongly urging all residents to remain in their homes.
7. To reduce the spread of COVID-19, the United States Centers for Disease Control and Prevention (“CDC”) recommends implementation of community mitigation strategies to increase containment of the virus.
8. The current outbreak of COVID-19 has made the Town Council acutely aware that provisions must be made to ensure that the business of municipal governance can occur without unnecessarily exposing public officials, Town personnel or members of the public to a risk of infection while ensuring public access and open government.
9. As of October 19, 2020, the Florida Department of Health reports 750,739 COVID-19 cases and 16,105 deaths statewide, with 178,012 COVID-19 cases and 3,561 deaths in Miami-Dade County. http://ww11.doh.state.fl.us/comm/_partners/covid19_report_archive/cases-monitoring-and-pui-information/state-report/state_reports_latest.pdf.
10. Florida law, including Article 1, Section 24(b) Florida Constitution, and Florida Statutes, Sections 286.011 and 166.041, requires that meetings of elected and appointed officials (“Bodies”), for the conduct of public business, must be held following procedures (notice, access of meetings, opportunity to be heard, the taking of minutes, etc.) that ensure that the public is able to participate in and be aware of the decision-making process (the “Sunshine Law”).
11. The Florida Attorney General (“Attorney General”) has issued various opinions concerning the use of CMT and physical quorum. For example, 06-20 Op. Att’y Gen. (2006), the Attorney General stated that:

The use of interactive electronic media to increase public participation in meetings and the use of such media to allow

members of a board or commission to participate in a duly noticed public meeting does not necessarily raise Sunshine Law issues, but rather implicates the ability of an entity to conduct official business with a quorum.

12. On March 17, 2020, Governor DeSantis asked the Ashley Moody, the Florida Attorney General for an opinion as to the following question in light of COVID-19:

Whether, and to what extent, local government bodies may utilize teleconferencing and/or other technological means to convene meetings and conduct official business, while still providing public access to those meetings?

13. The Florida Attorney General, in 20-03 Op. Att’y Gen. (2020), answered the question as follows:

It is my opinion under existing law that, if a quorum is required to conduct official business, local government bodies may only conduct meetings by teleconferencing or other technological means if either (1) a statute permits a quorum to be present by means other than in person, or (2) the in-person requirement for constituting a quorum is lawfully suspended during the state of emergency. If such meetings are conducted by teleconferencing or other technological means, public access must be afforded which permits the public to attend the meeting. That public access may be provided by teleconferencing or technological means.

14. On March 20, 2020, Governor DeSantis issued EO 20-69 which suspends any Florida Statute that requires a quorum to be present in person or requires a local government body to meet at a specific public place and permits local government bodies to utilize CMT such as telephonic and video conferencing, as provided in Section 120.54(5)(b)(2.), Florida Statutes. EO 20-69 has been extended on several occasions, reflecting the continued state of emergency and threat to the public when gathering to attend public meetings.

15. Section 4(D) of Governor DeSantis’ EO 20-52 expressly authorizes the Town Council to take whatever prudent action is necessary to ensure the health, safety, and welfare of the community in accordance with Section 252.38, Florida Statutes.

16. Chapter 252, Florida Statutes, among other things, confers upon the Town Council emergency powers in order to protect the public peace, health, and safety; and to preserve the lives and property of the people of the state; and to “make, amend, and rescind such orders and rules as are necessary for emergency management purposes and to supplement the carrying out of the provisions of Sections 252.31-

252.90, Florida Statutes but which are not inconsistent with any orders or rules adopted by the division or by any state agency exercising a power delegated to it by the Governor or the division.” Section 252.46(1), Florida Statutes.

17. COVID-19 has created or imminently threatens to create conditions that may severely affect the public health, safety, welfare and security of the citizens, residents and visitors of the Town.
18. The Town Council finds there is a clear and present danger in holding a public “in-person” meeting for those attending and those who come in contact with those attending.
19. The technology exists to conduct public meetings using technology in which the Town can comply with the provisions of the Sunshine Law while preserving human life.
20. The Town Council also possesses broad home rule powers that authorize it to protect the public health, safety, and welfare, declare emergencies, and protect its citizens.
21. There is no statute, Charter provision, or ordinance that defines “present” as physically within the wall of the Town hall chambers. Webster’s includes “in attendance” as a meaning of “present.”
22. The Town Charter does not prohibit attendance at the meeting of Town Council members by electronic media and the Town Council finds that its attendance requirement for the purpose of establishing a quorum, participating and voting can be satisfied by physical or CMT attendance. This same rule of attendance applies to Town board or committee meetings and quasi-judicial hearings.
23. The “preemption” of CMT attendance, if it were to exist, must be expressly set forth in the Florida Constitution or general or special law, not vaguely and ambiguously implied. Thus, the Town Council finds that no preemption exists in state law.
24. The Town Council finds that it is in the best interests of the Town Council, boards, committees, Town personnel, and citizens and residents of the Town to authorize the Town Mayor to provide for the Town Council and members of the various boards and committees to be able to attend meetings electronically during a

declared public health emergency or state of emergency, pursuant to the Town's Charter, Chapter 252, Florida Statutes, Section 4(D) of Governor DeSantis' EO 20-52, and the Town's home rule authority, including that set forth in Article VIII, Section 2(b), Florida Constitution, and Section 166.021, Florida Statutes.

Section 3. Declaration of Emergency. Pursuant to its home rule powers, Chapter 252, Florida Statutes, Section 4(D) of Governor DeSantis' EO 20-52, and based upon the Findings set forth in the above-state recitals, the Town Council hereby finds and declares that a public health emergency and state of emergency exists requiring immediate action by the Town Council. By virtue of the threat to public health and safety and by virtue of the threat to the Town's financial health and home rule powers, it is necessary for the Town to implement this regulation.

Section 4. Limited Authorization for Public Meetings Without Physical Presence. The Town Mayor is hereby authorized, pursuant to the home rule authority of the Town Council, Chapter 252, Florida Statutes, Section 4(D) of Governor DeSantis' EO 20-52, and based upon the Findings set forth in the above-stated recitals, during a declared public health emergency or state of emergency to:

- a. arrange for the Town Council, boards, and committees to meet electronically;
- b. promulgate rules of procedure that will ensure compliance with the Sunshine Law;
- and
- c. provide technology and administrative support as necessary to fulfill these objectives.

Such a meeting may only be conducted without the physical presence of a quorum of the Town Council, boards and committees, if a state of emergency is declared based upon an infectious disease or other natural disaster and only so long as (i) the meeting is properly noticed; (ii) minutes are taken; and (iii) the public is permitted to attend via technology such as teleconferencing or web-based conferencing.

Section 5. Chapter 2 – Administration is hereby amended to add Section 2-5 as set forth in Exhibit “A.”

Section 6. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 7. Conflicts. All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 7. Effective Date. This Ordinance shall be in full force and take effect upon its passing and adoption.

PASSED on First Reading this ____ day of _____, 2020.

PASSED AND ADOPTED on Second Reading this ____ day of _____,
2020.

TOWN OF BAY HARBOR ISLANDS

By: _____
Stephanie Bruder, Mayor

ATTEST:

Marlene Siegel,
Town Clerk

APPROVED AS TO FORM:

Frank C. Simone, Esq.,
Town Attorney

Exhibit “A”

Section 2-5 – Public Meetings by use of Communication Media Technology During Public Health Emergencies and States of Emergencies.

(a) The Town Mayor is hereby authorized, during a declared public health emergency or state of emergency, to:

- (1) arrange for the Town Council, boards, and committees to meet electronically;
- (2) promulgate rules of procedure that will ensure compliance with the Sunshine Law; and
- (3) provide technology and administrative support as necessary to fulfill these objectives.

(b) Such a meeting may only be conducted without the physical presence of a quorum of the Town Council, boards and committees, if a state of emergency is declared based upon an infectious disease or other natural disaster and only so long as:

- (1) the meeting is properly noticed;
- (2) minutes are taken; and
- (3) the public is permitted to attend via technology such as teleconferencing or web-based conferencing.

AGENDA ITEM REPORT

October 28, 2020

ITEM NUMBER: 10.

ITEM: Ratification of December 16, 2019 Contract with The News Directors and resulting charges in the amount of \$50,812.50.

DESCRIPTION:

Town Manager Jimenez under the Charter Section and Code Sections below contracted the services of The News Director (Brian Andrews) to assist in the immediate dissemination of information regarding COVID 19 pandemic. The Town's Website and social media were instrumental in keeping the public informed during the early days of the pandemic. The Town Manager was operating at the time under the State of Emergency instituted by the Governor, the Miami Dade County Mayor and the Town Mayor.

Mr. Andrews was extremely helpful and was utilized for these services and other issues that the town had to deal with during that time. Interim Manager Siegel continued to use the services of Mr. Andrews. Most of the expenditures associated with these services are eligible for CARES reimbursement through the County and staff has submitted those invoices.

\$ 50,812.50 total payment
8,187.50. Not COVID 19 related
42,625.00. COVID Related charges

Since the total amount of the contract now exceeds the Town Manager's procurement limits, it needs to be ratified by the Town Council.

Charter Section 3.01(e)

Expenditure of Town funds. No funds of the Town shall be expended by the Manager except pursuant to duly approved appropriations, except in cases of emergency in accordance with procedures established by ordinance.

Sec. 2-1.3. - Emergency procurements.

(a) Notwithstanding any other provisions of this division, the town manager may make emergency procurements without receiving prior approval from the town council when a threat to public health, welfare, or safety exists; provided that such emergency procurements shall be made in accordance with the competitive bidding requirements enumerated in section 2-1.1 to the extent determined by the town manager to be practicable under the circumstances.

(b) Town manager shall report the procurement at the next regular meeting of the town council with a full written report of the circumstances of the emergency, including an itemized accounting of the emergency procurement.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

\$50,812.50

BUDGET IMPACT:

Submitted By: Marlene Marante Siegel, Town Clerk
 Maria Lasday, Town Manager

ATTACHMENTS

1. TNDBHI20192020Agreement - Andrews

December 16, 2019

Mr. J.C. Jimenez
Town Manager
Town of Bay Harbor Islands



VIA EMAIL:

Dear Manager:

This is a proposal to work with you as a consultant on special projects at the direction of the Town Manager's Office.

SCOPE:

The News Directors, Inc. will provide advisement to the Town Manager, or his designate, in the area of crisis management and communications. Advisement will be made in person and via telephone. Our team will assist with strategy, internal/external communication, and other duties as assigned by the Town Manager.

FEES:

Our professional services to the Town will be billed at \$250.00 per hour. Time will be billed in 15 minute increments and include travel time to and from requested meetings. The total cost for these professional services shall not exceed the Town Manager's spending authority. Invoices will be provided to the Town Manager after services are rendered.

TERM:

The term of this agreement is for the 2019-2020 Fiscal Year starting October 1, 2019 and ending on September 30, 2020. The agreement may be terminated at any time, for convenience, with 2 weeks notice.

Thank you,

Brian Andrews
President
The News Directors, Inc.
(305) 503-2800 office
(305) 906-1030 cell

Approved

12/17/2019

AGENDA ITEM REPORT

October 28, 2020

ITEM NUMBER: 11.

ITEM: Discussion and Possible Action of a proposal for services from The News Directors for the period of October 1, 2020 through September 30, 2021. Enclosed is a copy of the extension letter provided by The News Directors.

DESCRIPTION:

The attached document is an extension to the previous agreement to continue providing crisis communication and public information as the Town remains under a state of emergency for COVID-19. The term is for one year Oct 1, 2020 thru September 30, 2020 at an hourly rate of \$250 per hour.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Marante Siegel, Town Clerk
 Maria Lasday, Town Manager

ATTACHMENTS

1. TNDBHI202020201AgreementExtension - Andrews

October 1, 2020



Ms. Maria Lasday
Town Manager
Town of Bay Harbor Islands

VIA EMAIL:

Dear Manager Lasday:

The News Directors, Inc. will honor the same terms of our most recent agreement with the Town of Bay Harbor Islands, dated December 16, 2019.

We agree to enter into this new engagement as the Town remains under a state of emergency for COVID-19 and requires additional assistance with crisis communications and public information.

This updated agreement will cover services provided effective October 1, 2020 through September 30, 2021 at an established hourly rate of \$250.00. All other terms remain unchanged.

Thank you,

A handwritten signature in black ink, appearing to read "Brian Andrews". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Brian Andrews
President
The News Directors, Inc.

AGENDA ITEM REPORT

October 28, 2020

ITEM NUMBER: 12.

ITEM: Discussion and possible action requested by Council Member Leonard as to: 1) Surfside informing the Town that it is no longer taking the lead on the Surfside – Bal Harbour – Bay Harbor Islands Shuttle (“Shuttle”) project; and 2) Surfside’s request that Bay Harbor Islands take the lead on the Shuttle project, including the issuance and the advertisement of a Request for Proposals for Shuttle service providers.

DESCRIPTION:

The Town of Surfside is still willing to enter into a Memorandum of Understanding with the Town and contribute to the expenses of the Shuttle.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Marante Siegel, Town Clerk
 Jordan W. Leonard, Council Member

ATTACHMENTS

1. 3HE333202-Sample Agreement for Modified Shuttle and On-Demand Transit Services TA v2
2. 3HE333502-Modified Shuttle and On-Demand Transit Services RFP TA v2
3. Exhibit A - FIU Study

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF SURFSIDE
AND
NAME OF ENTITY**

THIS AGREEMENT (this “Agreement”) is made effective as of the _____ day of _____, 2020 (the “Effective Date”), by and between the **TOWN OF SURFSIDE**, a Florida municipal corporation, (hereinafter the “Town”), and **NAME OF ENTITY**, a Florida [type of entity], (hereinafter, the “Contractor”).

WHEREAS, on _____, 2020, the Town issued Request for Proposal No. **XXXX** for Modified Shuttle and On-Demand Transit Services (the “Services”) for the Town, Bal Harbour Village, and the Town of Bay Harbor Islands (collectively, the “Surf-Bal-Bay Community”); and

WHEREAS, the Contractor will perform the Services on behalf of the Town for the Surf-Bal-Bay Community, all as further set forth in the **Proposal dated _____, 2020**, attached hereto as Exhibit “A” (the “Services”); and

WHEREAS, the Contractor and Town, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the Town desires to engage the Contractor to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Town agree as follows:

1. Scope of Services.

- 1.1.** Contractor shall provide the Services as set forth herein and in Exhibit “A” in a professional manner and in accordance with all federal, state, and local laws.
- 1.2.** Contractor will provide the specified number of shuttle vehicles (the “Shuttle Transit Vehicles”) and electric vehicles with full doors and windows (the “On-Demand Transit Vehicles”) in accordance with the Proposal, attached hereto as Exhibit “A” and the Request for Proposal #XXX (the “RFP”), attached hereto as Exhibit “B,” which are incorporated by reference into this Agreement.
- 1.3.** Contractor will operate the Shuttle Transit Vehicles along the Shuttle Transit Route set forth in the map attached hereto as Exhibit “C” in accordance with the Shuttle Transit Route Schedule attached hereto as Exhibit “D.”
- 1.4.** Contractor will operate the On-Demand Transit Vehicles in the On-Demand Transit Service Map as set forth in the map attached hereto as Exhibit “E.”

- 1.5. Contractor shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter “Deliverables”) to the Town.

2. Term/Commencement Date.

- 2.1. The term of this Agreement shall be from the Effective Date through one (1) year thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the Town Manager may renew this Agreement for three(3) additional one (1) year periods on the same terms as set forth herein upon written notice to the Contractor.
- 2.2. Contractor agrees that time is of the essence and Contractor shall complete the Services within the term of this Agreement, unless extended by the Town Manager.
- 2.3. This Agreement is subject to the conditions precedent that: (i) Town funds are available, appropriated, and budgeted for the Services; (ii) the Town secures and obtains any necessary proceeds, grants or loans for the accomplishment of the Services pursuant to any borrowing legislation adopted by the Town Commission relative to the Services; and (iii) the Town Commission enacts legislation or other necessary Resolutions, which awards and authorizes the execution of this Agreement.

3. Compensation and Payment.

- 3.1. Compensation for Services provided by Contractor shall be in accordance with the Price Submittal Schedules, attached hereto as Exhibit “F.” Contractor shall be compensated a flat rate lump sum fee in the amount of \$XXXX.XX per month.
- 3.2. Contractor shall deliver an invoice to Town no more often than once per month detailing Services completed and the amount due to Contractor under this Agreement. Fees shall be paid in arrears each month, pursuant to Contractor’s invoice, which shall be based upon the percentage of work completed for each task invoiced. The Town shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

4. Subcontractors.

- 4.1. The Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services.
- 4.2. Contractor may only utilize the services of a particular subcontractor with the prior written approval of the Town Manager, which approval may be granted or withheld in the Town Manager’s sole and absolute discretion.

5. Town’s Responsibilities.

- 5.1. The Town will provide the Contractor with X parking spaces for On-Demand Transit Vehicles and X parking spaces for Shuttle Transit Vehicles, at a rate of \$X per month.

Contractor shall not park On-Demand Transit Vehicles or Shuttle Transit Vehicles in non-designated, Town-owned property, unless expressly authorized in writing by the Town.

- 5.2. Town shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Town, and provide criteria requested by Contractor to assist Contractor in performing the Services.
- 5.3. Upon Contractor's request, Town shall reasonably cooperate in arranging access to public information that may be required for Contractor to perform the Services.

6. Contractor's Responsibilities; Representations and Warranties.

- 6.1. The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a Contractor under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Contractor's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Town requests, the Contractor shall at Contractor's sole expense, immediately correct its Deliverables or Services.
- 6.2. The Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Town as an independent contractor of the Town. Contractor further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.
- 6.3. The Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

- 7.1. To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Town.

8. Termination.

- 8.1. The Town Manager, without cause, may terminate this Agreement upon five (5) calendar days written notice to the Contractor, or immediately with cause.

- 8.2. Upon receipt of the Town's written notice of termination, Contractor shall immediately stop work on the project unless directed otherwise by the Town Manager.
- 8.3. In the event of termination by the Town, the Contractor shall be paid for all work accepted by the Town Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 8.4.
- 8.4. The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Town, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

- 9.1. Contractor shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents, and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent.
- 9.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
- 9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.
- 9.1.3. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- 9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Town and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. The Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.5. The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination. During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys Fees and Waiver of Jury Trial.

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and all appellate levels.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

12.1. Contractor shall indemnify and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Town nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Town is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.3. The provisions of this section shall survive termination of this Agreement.

13. Notices/Authorized Representatives. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

14. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. Entire Agreement/Modification/Amendment.

15.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits.

- 16.1. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Contractor during the term of this Agreement (“Work Product”) belong to the Town. Contractor shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).
- 16.2. Contractor agrees to keep and maintain public records in Contractor’s possession or control in connection with Contractor’s performance under this Agreement. The Town Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.
- 16.3. Upon request from the Town’s custodian of public records, Contractor shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- 16.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town’s information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- 16.7. Contractor’s failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.
- 16.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE**

APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: Sandra McCready, MMC
Mailing address: 9293 Harding Avenue
Surfside, FL 33154
Telephone number: 305-861-4863
Email: smccready@townofsurfsidefl.gov

- 17. Nonassignability.** This Agreement shall not be assignable by Contractor unless such assignment is first approved by the Town Manager. The Town is relying upon the apparent qualifications and expertise of the Contractor, and such firm's familiarity with the Town's area, circumstances and desires.
- 18. Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
- 19. Independent Contractor.** The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Town with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
- 20. Compliance with Laws.** The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense. Contractor will ensure compliance with all applicable federal, state, county, and local laws in providing the Services, including specifically, Chapter 316, "State Uniform Traffic Control," of the Florida Statutes; Chapter 30, "Traffic and Motor Vehicles," of the Miami-Dade County Code of Ordinances, and Section 57-78, "Prohibited Noises," of the Town's Code of Ordinances. Contractor will assist the Town in complying with requests for information in connection with Section 29-124, "Special fund created; uses of surtax proceeds; and role of Citizens' Independent Transportation Trust," of the Miami-Dade County Code of Ordinances.
- 21. Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

- 22. Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
- 23. Prohibition of Contingency Fees.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 24. Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
- 25. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
- 26. Priority of Interpretation.** The Code of the Town shall take precedence over this Agreement, its exhibits, and any documents incorporated herein by reference. This document, without exhibits or attachments, is the “Base Agreement.” In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, service, or other work, or otherwise between this Agreement, its exhibits, or any documents incorporated by reference, such conflict or inconsistency shall be resolved by giving precedence to the language of the documents in the following order:
- 26.1.** First Priority: Base Agreement;
 - 26.2.** Second Priority: Exhibit “B,” “RFP No. **XX** – Modified Shuttle and On-Demand Transit Services”;
 - 26.3.** Third Priority: Exhibit “F,” the “Price Submittal Schedules”;
 - 26.4.** Fourth Priority: Exhibit “E,” the “On-Demand Transit Service Map”
 - 26.5.** Fifth Priority: Exhibit “C,” the “Shuttle Transit Route”;
 - 26.6.** Sixth Priority: Exhibit “D,” “Shuttle Transit Route Schedule”; and
 - 26.7.** Sixth Priority: Exhibit “A,” the Proposal.
- 27. Boycotts.** The Contractor represents it is not currently engaged in, and will not engage in, a boycott, as defined in Section 3-1.1 of the Town of Surfside Code of Ordinances.
- 28. Force Majeure.** Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or

prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility revolution, civil commotion, epidemic, fire, flood, hurricane or tropical storm, earthquake, explosion, or any act of God; provided that the cause whether or not enumerated in this Section is beyond the reasonable control and without the fault or negligence of the party seeking relief under this Section.

[Remainder of page intentionally left blank. Signature pages follow.]

EXHIBIT “A”
CONTRACTOR’S PROPOSAL
[INSERT CONTRACTOR’S PROPOSAL]

**EXHIBIT “B”
REQUEST FOR PROPOSAL
[INSERT TOWN RFP]**

EXHIBIT "C"
SHUTTLE TRANSIT ROUTE
Town of Surfside Shuttle Route Section



Town of Bay Harbor Islands Shuttle Route Section



Village of Bal Harbour Shuttle Route Section

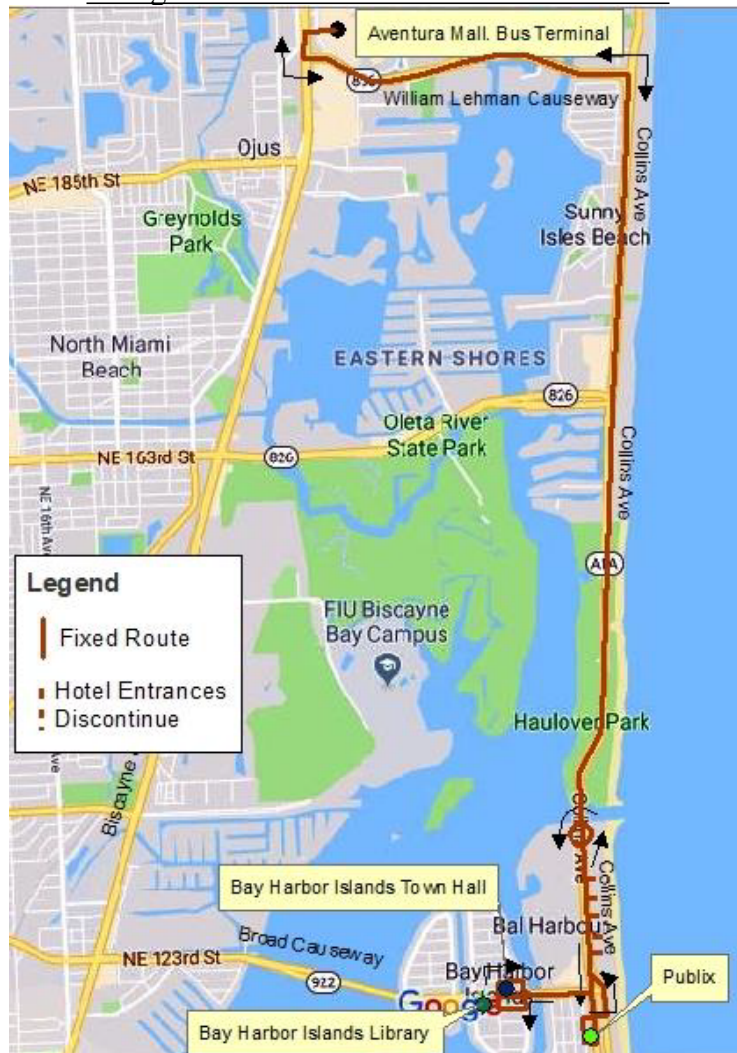


Exhibit “D” Shuttle Transit Route Schedule

Weekday Service Schedule

Surfside Shuttle

TimePoints	Headways @ Publix	0:30	0:30	0:30	0:30	0:30	0:45	0:35	0:35	0:35	0:35	0:35	0:35	0:35	0:35	
Surfside Publix		9:00	9:30	10:00	10:30	11:00	11:30	12:15	12:50	13:25	14:00	14:35	15:10	15:45	16:20	16:55
Dickens & 90 Street		9:03	9:33	10:03	10:33	11:03	11:33	12:18	12:53	13:28	14:03	14:38	15:13	15:48	16:23	16:58
Stella Maris House		9:07	9:38	10:08	10:38	11:08	11:38	12:23	12:58	13:33	14:08	14:43	15:18	15:53	16:28	17:03
Collins Av./87 St.		9:10	9:41	10:11	10:41	11:11	11:41	12:26	13:01	13:36	14:11	14:46	15:21	15:56	16:31	17:06
Community Center		9:12	9:43	10:13	10:43	11:13	11:43	12:29	13:04	13:39	14:14	14:49	15:24	15:59	16:34	17:09
Surfside Publix		9:16	9:47	10:17	10:47	11:17	11:47	12:33	13:08	13:43	14:18	14:53	15:28	16:03	16:38	17:13
Bay Harbor Islands Library		9:21	9:53	10:23	10:53	11:23	11:53	12:40	13:15	13:50	14:25	15:00	15:35	16:10	16:45	17:20
Surfside Publix		9:26	9:58	10:28	10:58	11:28	11:58	12:46	13:21	13:56	14:31	15:06	15:41	16:16	16:51	17:26

Total Hours = 8:26

Saturday Service Schedule

Surfside Shuttle

TimePoints	Headways @ Publix		0:30	0:30	0:30	0:30	0:45	0:30	0:30
Surfside Publix		9:00	9:30	10:00	10:30	11:00	11:45	12:15	12:45
Dickens & 90 Street		9:02	9:33	10:03	10:33	11:03	11:48	12:18	12:48
Stella Maris House		9:07	9:38	10:08	10:38	11:08	11:53	12:23	12:53
Collins Av./87 St.		9:10	9:41	10:11	10:41	11:11	11:56	12:26	12:56
Community Center		9:12	9:43	10:13	10:43	11:13	11:58	12:28	12:58
Surfside Publix		9:15	9:46	10:16	10:46	11:16	12:01	12:31	13:01
Bay Harbor Islands Library		9:20	9:52	10:22	10:52	11:22	12:07	12:37	13:07
Surfside Publix		9:25	9:58	10:28	10:58	11:28	12:13	12:43	13:13

Total Hours = 4:13

Bal Harbour Shuttle

TimePoints		Headways @ Publix	1:00	1:00	1:15	1:10	1:10	1:10
Surfside Publix		9:00	10:00	11:00	12:15	13:25	14:35	15:45
Collins & 96 Street		9:05	10:05	11:05	12:21	13:31	14:41	15:51
10245 Collins Ave.		9:07	10:07	11:07	12:24	13:34	14:44	15:54
Collins & 169 St.		9:13	10:13	11:13	12:30	13:40	14:50	16:00
Aventura Mall		9:24	10:24	11:24	12:43	13:53	15:03	16:13
Sunny Isles Library		9:32	10:32	11:32	12:52	14:02	15:12	16:22
170 St. & Collins Av.		9:35	10:35	11:35	12:55	14:05	15:15	16:25
Bal Harbour Collins Apts.		9:44	10:44	11:44	13:06	14:16	15:26	16:36
Collins & 96 Street		9:48	10:48	11:48	13:10	14:20	15:30	16:40
10245 Collins Ave.		9:50	10:50	11:50	13:13	14:23	15:33	16:43
Bal Harbour Shops		9:54	10:54	11:54	13:17	14:27	15:37	16:47
Surfside Publix		9:58	10:58	11:58	13:21	14:31	15:41	16:51

Total Hours = 7:51

Bay Harbor Islands Shuttle

Headways @ Publix			1:00	1:00	1:00	1:15	1:05	1:05	1:05
Surfside Publix		9:00	10:00	11:00	12:00	13:15	14:20	15:25	16:30
Saks Bal Harbour Shops		9:05	10:05	11:05	12:06	13:21	14:26	15:31	16:36
Town Hall		9:08	10:08	11:08	12:09	13:24	14:29	15:34	16:39
Island Point		9:11	10:11	11:11	12:12	13:27	14:32	15:37	16:42
Blair House		9:14	10:14	11:14	12:15	13:30	14:35	15:40	16:45
1077 95 Street (Library)		9:16	10:16	11:16	12:17	13:32	14:37	15:42	
96 Street & East Broadview		9:18	10:18	11:18	12:19	13:34	14:39	15:44	
NE 123 St. & Biscayne Blvd		9:22	10:22	11:22	12:24	13:39	14:44	15:49	
Biscayne Blvd. & NE 135 Street		9:24	10:24	11:24	12:26	13:41	14:46	15:51	
Target (EOL)		9:28	10:28	11:28	12:31	13:46	14:51	15:56	
NE 123 St. & Biscayne Blvd (Walgreens)		9:34	10:34	11:34	12:38	13:53	14:58	16:03	
96 Street & East Broadview		9:38	10:38	11:38	12:42	13:57	15:02	16:07	
Town Hall		9:41	10:41	11:41	12:46	14:01	15:06	16:11	
Island Point		9:44	10:44	11:44	12:49	14:04	15:09	16:14	
Blair House		9:47	10:47	11:47	12:52	14:07	15:12	16:17	
1077 95 Street (Library)		9:49	10:49	11:49	12:54	14:09	15:14	16:19	
Surfside Publix		9:56	10:56	11:56	13:02	14:17	15:22	16:27	

Total Hours = 7:45

**EXHIBIT “E”
ON-DEMAND TRANSIT SERVICE MAP**

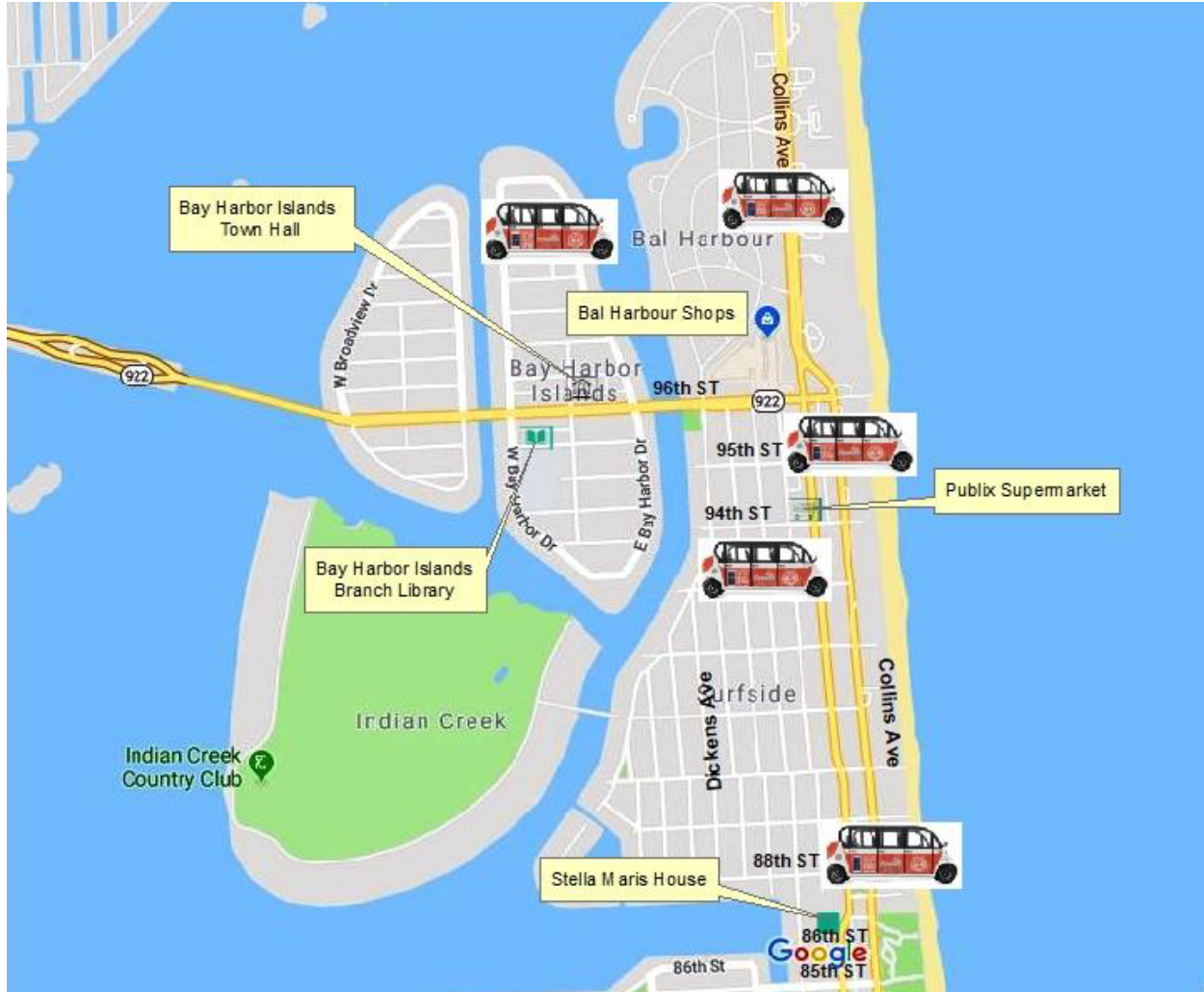


EXHIBIT “F”
PRICE SUBMITTAL SCHEDULES
[INSERT PROPOSER’S PRICE SUBMITTAL FORMS 7A & 7B]



ADVERTISEMENT FOR REQUEST FOR PROPOSALS

TOWN OF SURFSIDE

The Town of Surfside ("Town") will receive sealed proposals until **2:00 P.M.** local time, **[DAY], [MONTH] [DATE], 2020**, at the Town Clerk's office, 9293 Harding Avenue Surfside, FL 33154, at which time they will be opened and read aloud for the following project:

MODIFIED SHUTTLE AND ON-DEMAND TRANSIT SERVICES

The Town is seeking proposals to implement Modified Shuttle and On-Demand Transit Services in accordance with "Alternative 1A" listed in the Town of Surfside, Bal Harbour Village, and Bay Harbor Islands Interlocal Shuttle System Final Report, attached hereto as Exhibit "A." The Modified Shuttle and On-Demand Transit Services includes two main components: (1) Shuttle Transit Services and (2) On-Demand Transit Services ("Services"). The Shuttle Transit Service component shall consist of the use of shuttle vehicles to provide transit services for the Town, the Village of Bal Harbour, and the Town of Bay Harbor Islands (collectively, the "Surf-Bal-Bay Community") along the Surf-Bal-Bay Shuttle Route, attached hereto as Exhibit "B." The On-Demand Transit Service component shall consist of operating electric vehicles to provide the Surf-Bal-Bay Community first/last mile transportation when requested through a ride-hailing application within the area shown on the On-Demand Transit Service Map, attached hereto as Exhibit "C."

The Town intends to enter into agreement(s) with one or more qualified and successful Proposers to provide one or both components listed above for the Modified Shuttle and On-Demand Transit Services to the Surf-Bal-Bay Community. The Town reserves the right to cancel this solicitation, award any or all of the Services requested, reject any or all submissions, with or without cause, to waive technical errors and informalities, and to accept any proposal from a proposer which is qualified and best serves the interests of or represents the best value to the Town.

Interested Proposers may obtain a copy of the Request for Proposals ("RFP") on the Town's website. Documents in person from the Town Clerk's office on or after **[DAY], [MONTH] [DATE], 2020**. Copies of the RFP Documents are non-returnable and non-refundable. **The Town will not send the package via courier.** All interested Proposers who obtain the RFP Package must register with the Town Clerk and provide contact information and an email address. All notices and any addenda issued by the Town with respect to the RFP will be sent via electronic mail to registered Proposers.

A pre-proposal conference, followed by a site visit for interested Proposers will be held at the Town of Surfside, Town Hall at 10:00 a.m. on **[DAY], [MONTH] [DATE], 2020**. If the pre-proposal conference cannot be held in person due to COVID-19 restrictions and/or developments, virtual participation by zoom meeting may be available and will be noticed by the Town Clerk. All Proposers planning to submit proposals are encouraged to attend this meeting.

The Town hereby provides notice to all proposers of the imposition of a Cone of Silence for this solicitation, as set forth in Section 3-17 of the Town Code. "Cone of Silence," as used herein,

means a prohibition on communication regarding a competitive bid or solicitation for a purchase exceeding \$25,000.00, including but not limited to, a particular request for qualifications ("RFP") between (1) A potential respondent, vendor, service provider, proposer, bidder, lobbyist, or consultant, and (2) Town commissioners, Town's staff including, but not limited to, the Town Manager and his or her staff, and any member of the Town's selection or evaluation committee. Please contact the Town Clerk and/or Town Attorney with any questions on the Cone of Silence.

Any or all questions or requests for interpretations or clarifications pertaining to the RFP must be directed via email to Town Clerk Sandra McCready at smccready@townofsurfsidefl.gov by **[DAY], [MONTH][DATE], 2020**. All proposals shall be submitted in accordance with the requirements of this RFP and the Specifications. The Town of Surfside reserves the right to waive any informality in any proposal, and the Town Manager may reject any or all proposals, and re-advertise the Project.

Sandra McCready, M.M.C., Town Clerk

REQUEST FOR PROPOSALS MODIFIED SHUTTLE AND ON-DEMAND TRANSIT SERVICES

GENERAL INFORMATION

A. SCOPE OF SERVICES

The Town of Surfside, Florida (“Town”) is requesting sealed Proposals from qualified firms to provide Modified Shuttle and On Demand Transit Services (“Services”) to the Town, Bal Harbor Village, and the Town of Bay Harbor Islands (collectively, the “Surf-Bal-Bay Community”) in accordance with “Alternative 1A” listed in the Town of Surfside, Bal Harbour Village, and Bay Harbor Islands Interlocal Shuttle System Final Report, attached hereto as Exhibit “A.” The Services shall include two main components: (1) Shuttle Transit Services and (2) On-Demand Transit Services. The Shuttle Transit Service component shall consist of the use of shuttle vehicles to provide transit services along the Surf-Bal-Bay Shuttle Route, attached hereto as Exhibit “B.” The On-Demand Transit Service component shall consist of operating electric vehicles to provide passengers first/last mile transportation when requested through a ride-hailing application within the area shown on the On-Demand Transit Service Map, attached hereto as Exhibit “C.”

B. PROPOSAL DUE DATE

Sealed Proposals will be received at the Office of the Town Clerk, Town of Surfside, 9293 Harding Avenue, Surfside, FL 33154, until **2:00 p.m. local time, [DAY], [MONTH/DATE], 2020** (the “Submission Deadline”), at which time all Proposals will be publicly opened.

Proposals must be addressed and delivered to:

RFP #XXXXX On-Demand Transit Services
Office of the Town Clerk
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154

C. PRE-PROPOSAL CONFERENCE AND SITE VISIT

A pre-proposal conference, followed by a site visit for interested Proposers will be held at the Town of Surfside, Town Hall at 10:00 a.m. on **[DAY], [MONTH] [DATE], 2020**. If the pre-proposal conference cannot be held in person due to COVID-19 restrictions and/or developments, virtual participation by zoom meeting may be available and will be noticed by the Town Clerk. All Proposers planning to submit proposals are encouraged to attend this meeting.

Prior to submitting a proposal, each proposer is required to visit the service areas and become familiar with the any conditions that may, in any manner, affect the work or Services to be performed by Contractor or affect the equipment, materials and labor required. The Proposer is also required to carefully examine the Specifications set forth in Section 3 of this RFP and be thoroughly informed regarding any requirements or conditions that may affect the provision of the

Services. No allowances will be made because of lack of knowledge of any conditions or requirements.

D. QUESTIONS, REQUESTS FOR INTERPRETATION, AND CLARIFICATIONS

Questions or Requests for Interpretations and Clarifications concerning this RFP should be directed via email to:

Sandra McCready
Town Clerk
Email: smccready@townofsurfsidefl.gov

Material issues to this RFP that are brought to the attention of the Town will be responded via Addenda and sent via email to all firms who have received copies of the RFP and registered with the Town.

E. SUBMISSION FORMAT

In order to facilitate review of the proposals, each proposer **must** submit one (1) original proposal, five (5) additional copies of the proposal, PLUS a USB containing all documents of the proposal in response to this RFP, on or before the Submission Deadline indicated herein.

THE RESPONSIBILITY FOR OBTAINING AND SUBMITTING A PROPOSAL TO THE OFFICE OF THE TOWN CLERK ON OR BEFORE THE SUBMISSION DEADLINE IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. THE TOWN IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE. ANY PROPOSAL RECEIVED AFTER THE SUBMISSION DEADLINE STATED IN THIS RFP WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. FACSIMILE AND EMAILED PROPOSALS SHALL NOT BE CONSIDERED.

Hand-delivered Proposals may be delivered to the above address during the Town's regular business hours, Monday through Friday, excluding holidays observed by the Town, but not beyond the Submission Deadline. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer label or envelope used by such service.

The Proposal must be signed by an authorized officer of the Proposer who is legally authorized to bind the Proposer and enter into a contractual relationship in the name of the Proposer. The submittal of a Proposal by a Proposer will be considered by the Town as constituting an offer by the Proposer to perform the required Services, upon the terms and at the prices stated by the Proposer.

SECTION 1

REQUEST FOR PROPOSALS On-Demand Transit Services

1.1 INTENT.

The Town of Surfside, Florida (“Town”) has issued this Request for Proposals (“RFP”) to invite qualified firms to submit proposals for Modified Shuttle and On-Demand Transit Services (“Services”). A complete Scope of Services is included under Section 3 of this RFP.

1.2 SCHEDULE OF EVENTS.

The following schedule is anticipated for this RFP process, but is subject to change by the Town, in its sole discretion, at any time during the RFP procurement process.

No.	Event	Date*	Time* (EST)
1	Advertisement/ Distribution of RFP		2:00 PM
2	Mandatory Pre-Proposal Conference 9293 Harding Avenue Surfside, FL 33154		10:00 AM
3	Deadline to Submit Questions / Requests for Clarification		5:00 PM
4	Town Issues Addenda and Responds to Questions		TBA
5	Deadline to Submit RFP - Submission Deadline		2:00 PM
6	Evaluation of Proposals		TBA
7	Period to request additional information or clarification from Proposers. The Town may interview Proposers		TBA
8	Award Proposal and Contract at Commission Meeting		7:00 PM
9	Contract begins		TBA

1.3 Cone of Silence.

The provisions of Town's Cone of Silence are applicable to this RFP. The Town's Cone of Silence provisions can be found under Section 3-17 of the Town Code of Ordinances. Questions regarding the Cone of Silence may be sent to:

Lillian Arango, Esq.
Town of Surfside Attorney
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134
larango@wsh-law.com

The Cone of Silence prohibits any communication regarding a competitive bid or solicitation for a purchase exceeding \$25,000.00, including but not limited to, a particular RFP, RFQ, solicitation or bid, between:

- (1) A potential respondent, vendor, service provider, proposer, bidder, lobbyist, or consultant, and
- (2) The Town Commissioners, Town Staff, including but not limited to, the Town Manager and his or her staff, or any member of the Town's Selection Committee or Evaluation Committee.

The Cone of Silence shall be imposed upon this RFP upon advertisement of the RFP. The Cone of Silence shall terminate at the beginning of the Town Commission meeting at which time the Town Manager makes his or her written recommendation to the Town Commission. However, if the Town Commission refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until the meeting at which the Manager's subsequent recommendation is before the Town Commission.

The Cone of Silence shall not apply to:

- (1) Oral communications at pre-bid conferences;
- (2) Oral presentations before selection or evaluation committees;
- (3) Public presentations made to the Town Commissioners during any duly noticed public meeting;
- (4) Written communications at any time with any Town employee, unless specifically prohibited by the applicable solicitation documents. The respondent, bidder or proposer shall file a copy of any written communication with the Town Clerk. The Town Clerk shall make copies available to any person upon request;
- (5) Written communications regarding a particular solicitation between a potential respondent, vendor, service provider, proposer, bidder, lobbyist or consultant and the Town's purchasing agent or Town employee designated responsible for administering the procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (6) Communications with the Town Attorney and his or her staff;

1.4 SUBMISSION OF PROPOSAL.

One (1) original and five (5) copies of the Proposal PLUS a USB containing all documents submitted shall be submitted no later than **[MONTH/DATE], 2020, at 2:00 PM** in a sealed envelope which must be plainly marked on the outside "RFP #XXXX On-Demand Transit Services" to:

Town Clerk Sandra McCready, M.M.C.
9293 Harding Ave, Second Floor
Town of Surfside, FL 33154
smccready@townofsurfsidefl.gov

Proposals will be publicly opened and read. All Proposers and their representative are invited to be present. Proposals shall be typed or printed in ink. Use of erasable ink is **not** permitted. All blanks on the proposal form(s) must be completed. Names must be typed or printed below the signature. Facsimile proposals will **not** be accepted.

It shall be the sole responsibility of the Proposer to ensure that the sealed proposal is submitted by the time and date specified. Any proposal received after the appointed time, whether by mail or otherwise, shall **not** be accepted. Such proposals will be returned to the vendor unopened. Any uncertainty regarding the time a proposal is received shall be resolved against the Proposer.

Only one (1) proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. If the Town determines that any Proposer has interest in more than one (1) proposal for work contemplated; all proposals in which such a Proposer is interested will be rejected. Proposer by submitting this proposal certifies that this proposal is made without previous understanding, contract, or connection with any person, firm or corporation making a proposal for the same material, supplies, equipment or services and is in all respects, fair and without collusion of fraud.

1.5 PROPOSAL REQUIREMENTS & FORMAT.

Proposers must submit one (1) original copy of the proposal, five (5) copies of the proposal, PLUS a USB containing all documents of the proposal to the Town Clerk on **[MONTH] [DATE], 2020**, by 2 P.M. Proposals must be typed or filled in with ink and submitted on 8 ½" x 11" size paper, using a single method of fastening. Each Proposer must present its products, services, and applicable features in a clear and concise manner that demonstrates the proposer's capabilities to satisfy the requirements of this RFP. The emphasis should be on accuracy, clarity, comprehensiveness and ease of identifying pertinent information and suitability of the Services. Proposals **MUST** include the following:

1.5.1. Proposer shall provide complete and accurate copies, with all required signatures and notarizations, for all the forms in the Proposal Package:

- | | |
|-------------------|---|
| 1.5.1.1. Form 1. | Proposal Form Package Acknowledgement. |
| 1.5.1.2. Form 2A. | Proposer's Certification (if Company or Corporation) |
| 1.5.1.3. Form 2B. | Proposer's Certification (if Partnership) |
| 1.5.1.4. Form 3. | Single Execution Affidavits |
| 1.5.1.5. Form 4. | Dispute Disclosure |
| 1.5.1.6. Form 5. | Certification Regarding Debarment, Suspension, & Other
Responsibility Matters Primary Covered Transactions |

- 1.5.1.7. Form 6. Proposer's Qualifications Questionnaire
- 1.5.1.8. Form 7A. Price Submittal Schedule Form – Shuttle Transit Service Component
- 1.5.1.9. Form 7B. Price Submittal Schedule Form – On Demand Transit Service Component
- 1.5.1.10. Form 8. Reference List
- 1.5.1.11. Form 9. Proposal Bond
- 1.5.1.12. Form 10. Performance Bond

1.5.2. Proof of Experience. Provide documentation evidencing the experience of the Proposer and demonstrating that the Proposer has successfully provided Services similar to those specified herein to other agencies of similar size and needs as the Town. The Proposer firm shall be currently engaged in providing the Services on a full time basis and shall have been in existence and continuous operation providing the Services for a minimum of five (5) years.

1.5.3. Safety Record. Proposer shall provide documentation evidencing the safety record of the Proposer in performing the Services or similar services, including information as to any safety violations, assessments or citations issued by applicable governmental agencies in the past five (5) years.

1.5.4. Proposer's Qualifications. Include name, function, and qualifications of personnel in the organization who will be involved in the provision of the Services. The key person or contact assigned to manage the Services shall within the past five (5) years have conducted and been responsible for providing the Services in a similar project or environment. Please note, to receive further consideration, all proposers must provide the necessary documentation to demonstrate that they meet the following minimum qualifications:

1.5.4.1. Service and Incorporation – Proposer shall have been in business and continuous operation and service and incorporated in the State of Florida for a minimum of five (5) years.

1.5.4.2. Licenses – Proposer must be fully licensed with all applicable and required licenses, certifications, and permits from Florida, Miami-Dade County, the Town, and any other governing governmental regulatory authorities that are necessary to perform the Services.

1.5.4.3. Florida Commercial Driver's License – Proposer's vehicle operators must have valid Florida Commercial Driver's License necessary to operate the Services.

1.5.5. Insurance Certificates. Proposer shall provide certificates of insurance as follows:

- 1.4.5.1. Commercial General Liability
- 1.4.5.2. Workers Compensation & Employer's Liability
- 1.4.5.3. Business Automobile Liability

1.5.6. Proposer may provide any additional information that highlights experience or expertise, which is relevant and directly applicable to this RFP.

1.6 ADDENDA, CHANGES, OR REQUESTS FOR INTERPRETATION DURING PROPOSAL PROCESS.

The Town will not respond to oral inquiries or questions concerning this RFP. All written inquiries, requests for interpretation or clarification shall be sent to:

Sandra McCready, M.M.C.
Town of Surfside Clerk
9293 Harding Ave, Second Floor
Town of Surfside, FL 33154
smccready@townofsurfsidefl.gov

Any written inquiry or request for interpretation or clarification must be sent by e-mail or written correspondence and received by the Town no later than [MONTH/DATE], 2020.

All such interpretations or clarifications will be made in writing in the form of an Addendum to this RFP issued by the Town to all known and registered prospective proposers. Each prospective proposer shall acknowledge receipt of such Addenda by including it in the Proposal Form. All Addenda shall be a part of this RFP and a part of the Agreement and each proposer will be bound by such Addenda, whether or not received by him. It is the responsibility of each prospective proposer to verify that he has received all Addenda issued before proposals are submitted and opened.

1.7 EVALUATION PROCESS.

1.7.1 Evaluation Committee.

The Town shall be sole judge of its best interests in evaluating proposals deemed most advantageous to the Town, and the resulting Agreement to be entered into between the Town and the Contractor. The Town Manager shall select and appoint an Evaluation Committee to evaluate proposals.

1.7.2 Initial Screening (Step 1).

The Evaluation Committee will review proposals for an initial determination on minimum qualifications, responsiveness and responsibility. The proposals initially determined to be responsive and submitted by responsible proposers will proceed to Step 2.

[Remainder of page intentionally left blank.]

1.7.3 Evaluation of Proposals (Step 2).

The Evaluation Committee may interview proposers, request additional information or clarification of proposals and information submitted, and will evaluate proposals using the criteria herein. Due to the multi-task nature of the Services, the evaluation of all proposals will not be based solely on quantity and price. All of the factors contained herein and demonstrated in each proposal will be taken into consideration and evaluated. Proposals will be scored and ranked in accordance with the following criteria:

<u>CRITERIA</u>	<u>MAXIMUM POINTS</u>
Qualification and experience of personnel who will be directly involved in all elements of the Services.	10
Firm size, age, and organizational structure.	5
Firm's experience with projects that are similar to the Services requested in this RFP.	15
Safety record.	20
Proposal price or fees for services.	50
Total	100

The three (3) highest ranked proposals will be identified and those firms may be requested to make a formal presentation before the Evaluation Committee and/or the Town Commission. The Evaluation Committee will score and rank the proposers and provide same to the Town Manager. The Town Manager will then make a recommendation to the Town Commission and reserves the right to reject any or all proposals, to waive any informality, irregularity, or technicality in any proposal, to re-advertise for proposals, or take any other such actions that may be deemed to be in the best interests of the Town.

The Town Commission, in its sole discretion, shall select and approve one or more proposals and shall authorize the award of an Agreement to the Successful Proposer(s).

1.8 TOWN'S RIGHTS.

The Town reserves the right to: (1) accept or reject any and/or all proposals or parts of proposals, (2) award the Services to one or more Proposers, (3) award one or more Proposers a contract for the Services or for either the Shuttle Transit Service component or the On-Demand Transit component of the Services; (4) workshop or negotiate any and all proposals; (5) to waive irregularities in proposals; (6) cancel or discontinue this RFP process; and (7) to request new proposals on the required work or Services. The Town Commission shall make the final determination and award of proposal(s).

All materials submitted in response to this Request for Proposals become the property of the Town and will be returned only at the option of the Town. The Town has the right to use any or all ideas presented in any response to the RFP, whether amended or not, and to selector reject all or any part of the Services requested.

1.9 AWARD OF PROPOSAL.

The Town anticipates entering into an Agreement with the Successful Proposer(s) determined by the Town to be in compliance with the requirements of this RFP and in the best interest and most advantageous to the Town. The Town reserves the right to accept or reject any and/or all proposals or parts of proposals, to workshop or negotiate any and all proposals, to waive any irregularities, to cancel or discontinue this RFP, and to request new proposals on the required materials or Services. The Town also reserves the right to waive minor variations to the Specifications (interpretation of such to be made by the applicable Town department personnel). Final determination and award of proposal(s) shall be made by the Town Commission.

Neither this RFP, nor the notice of award of the Agreement constitutes an agreement or contract with the Successful Proposer(s). An agreement or contract is not binding until a written agreement or contract, in substantially the form attached hereto as Exhibit "E," has been executed by the Town and the Successful Proposer and approved as to form, content, and legal sufficiency by the Town Attorney.

END OF SECTION 1

SECTION 2

TERMS AND CONDITIONS

INTRODUCTION

All proposals submitted in response to this RFP and any Agreement awarded to the Successful Proposer(s) must conform to the following terms and conditions.

2.1. PURPOSE OF PROPOSAL.

The Town of Surfside, Florida ("Town") requests proposals from qualified firms to provide Modified Shuttle and On-Demand Transit Services for the Town, Bal Harbor Village, and the Town of Bay Harbor Islands (collectively, the "Surf-Bal-Bay Community"). The frequency, nature, scope and definition of the Services desired or required by the Town may change from time to time, at the Town's discretion. The Town reserves the right to modify the designated service areas delineated on the Surf-Bal-Bay Shuttle Route, attached hereto as Exhibit "B," and the On-Demand Transit Service Map, attached hereto as Exhibit "C."

The Town intends to secure a source of supply(s) for the Services from a qualified contractor that conforms to the requirements of this RFP and is most advantageous to the Town and in its best interest. The Town reserves the right to award the proposal considered to best serve the Town's interests.

In the event of any conflicts between provisions contained in the General Conditions and Specifications, the provisions contained in the Specifications shall govern and prevail. The Town further reserves the right to award one or more Proposers for all or part of the services.

2.2. SUBMISSION OF PROPOSALS.

Proposers must use the proposal form(s) furnished by the Town with this RFP, as well as provide any information requested by this RFP. Failure to do so may cause the proposal to be rejected. Removal of any part of the proposal may invalidate the proposal. Incomplete, unresponsive, irresponsible, vague or ambiguous responses to this RFP may be just cause for rejection, as determined by the Town.

Proposer warrants that the terms and conditions quoted in the proposal, including pricing, will be firm for a period of one hundred eighty (180) days from the date of the proposal opening unless otherwise stated by the Town.

Proposals having an erasure or corrections must be initialed by the proposer in ink. Proposals shall be signed in ink. All quotations shall be typewritten or filled in with ink.

2.3. DELIVERY.

Any materials and goods in connection with the Services shall be delivered F.O.B. destination (i.e., at a specific Town address), and delivery costs and charges (if any) will be included in the proposal price. Exceptions should be noted.

2.4. MATERIALS.

Any materials or products delivered by Contractor pursuant to this RFP shall remain the property of the Contractor or vendor until accepted to the satisfaction of the Town. In the event material(s) or products supplied to the Town are found to be defective or do not conform to the requirements

of this RFP or the Specifications, the Town reserves the right to return the materials or product(s) to the vendor or Contractor, at the Contractor's expense.

2.5. PRICING.

The price schedule forms attached to this RFP under Section 4 and to be included with each proposal shall specify the Proposer's pricing and/or fees for the Services requested herein. Proposer should include any and all applicable taxes in proposal prices. If the proposer is awarded a contract or Agreement pursuant to this RFP, the prices and fees quoted in the proposal shall remain fixed and firm during the term of the contract or Agreement.

2.6. PROPOSAL COSTS.

Proposers submitting proposals do so entirely at their own cost and expense. There is no expressed or implied obligation by the Town to reimburse any individual or firm for any costs or expenses incurred in preparing or submitting proposals, providing additional information when requested by the Town, or for participating in any selection interviews.

2.7. LICENSES AND PERMITS.

Proposer shall secure any and all necessary and required licenses, certifications and permits to conduct the Services including, but not limited to, all Federal, State, County and Town licenses and Permits. All Proposers must provide the necessary documentation to demonstrate that they meet all applicable licensing and permitting requirements, including the following:

2.7.1. Licenses – Proposer must be fully licensed with all applicable and required licenses, certifications, and permits to provide the Services, including all Federal, State, Miami-Dade County and local government licenses, certifications, and permits.

2.7.2. Commercial Driver's License – Proposer must have valid Florida Commercial Driver's License necessary to operate the Services.

By submitting a proposal in response to this RFP, Proposer represents and warrants to the Town that it holds all licenses, certifications, and permits, including Commercial Driver's Licenses, ("Licenses") required by applicable law and by any other governmental authority or agency to perform the Services. Proposer represents and warrants to the Town that the Licenses shall be in full force and effect on the date of performance of the Services and further represents that it holds and will hold all Licenses throughout the term of the Agreement. Proposer shall provide the Town with copies of all Licenses and any additional permits that may be required for performance of the Services with its proposal and during the term of the Agreement.

Where the Contractor is required to enter onto Town property, public right of way or other property to deliver materials or to perform the Services as a result of a proposal award, the Contractor will assume the full duty, obligation and expense of obtaining all necessary approvals, licenses, permits, inspections and insurance required. The Contractor shall be liable for any damages or loss to the Town, property or person occasioned by the acts or omissions, or the negligence of the proposer, (or their agent) or any person the proposer has designated in the completion of the Services, as a result of the proposal.

2.8. INSURANCE.

2.8.1 Contractor shall secure and maintain throughout the duration of this RFP and agreement, if selected, insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in

the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent. Copies of Contractor's actual Insurance Policies as required herein and Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured. Each Policy and certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. All coverage forms must be primary and non-contributory and the Contractor shall provide a waiver of subrogation for the benefit of the Town. The Contractor shall be responsible for assuring that the insurance policies and certificates required by this Section remain in full force and effect for the duration of the Project.

2.8.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

2.8.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this RFP who is not covered by Worker's Compensation insurance.

2.8.1.3. Business Automobile Liability with minimum limits of \$1,000,000.00 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

2.8.2 The Contractor agrees to indemnify, defend and hold harmless the Town from and against any and all claims, suits, judgments, losses, damages, executions and/or liabilities as to bodily injuries and/or property damage which arise or grow out of the Agreement or Contractor's performance of the Services required by this RFP.

2.8.3 The Contractor shall also, upon request by the Town, provide copies of all official receipts and endorsements as verification of Contractor's timely payment of each insurance policy premium as required by the Agreement.

2.9. PROPOSAL BOND.

Each Proposal must be accompanied by a Proposal Bond or Cashier's Check, in an amount of **Fifteen Thousand and NO/100 (\$15,000.00)**. All Proposal Bonds shall be valid for a period of at least one hundred eighty (180) days from the proposal submission date. The Proposal Bonds for all unsuccessful Proposals shall be returned after the ninety (90) day period. The purpose of the Proposal bond is to ensure that proposals are honored and that they remain valid for the

required period. Accordingly, Proposal bonds are subject to forfeiture any time proposers refuse to honor their proposals for at least sixty (60) days after proposal opening.

2.10. PERFORMANCE BOND.

Within 72 hours of issuance of Notice to Proceed, the successful Proposer shall furnish to the Town a Performance Bond in the amount of **Two Hundred Fifty Thousand and NO/100 (\$250,000.00)** for the period of the contract (to be determined at the time of award). The Performance Bond can be in the form of a Cashier's Check, made payable to the Town (Please note that Cashier's Checks will be deposited into an escrow account for the term of the contract); a bond written by a surety company authorized to do business in the State of Florida and shall comply with F.S. § 287.0935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be written from a bank located in Miami-Dade County, be in the amount of the contract, and should clearly and expressly state that it cannot be revoked until express written approval has been given by the Town. The Town, to draw on same, would merely have to give written notice to the bank with a copy to the successful contractor.

2.10.1. Attorney's-in-fact, who sign the Proposal Bond and Performance Bond, must file with such Bonds, certified copies of their current power of attorney to sign such Bonds. All Bonds must be countersigned by an agent of the Surety licensed in the State of Florida, with a copy of the agent's current identification card, as issued by the State of Florida Insurance Commissioner, attached hereto.

2.10.2. Proposer must submit Bond forms attached hereto or such other acceptable bond forms as approved by the Town, in its sole discretion.

2.11. QUALIFICATION OF SURETIES.

2.11.1. General: The following requirements shall be met by all surety companies furnishing proposal, performance payment or other type of bonds.

2.11.2. Qualifications: As to companies being rated acceptable:

2.11.2.1. The Surety shall be rated as "A" or better as to General Policyholders Rating and Class V or better as to Financial Category by Best's Key Rating Guide, published by Alfred M. Best Company, Inc., of 75 Fulton Street, New York, New York, 10038.

2.11.2.2. The Surety shall be listed on the U.S. Department of the Treasury, Fiscal Service, Bureau of Government Financial Operations, Circular 570, (1982 Revision) entitled, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."

2.11.2.3. All Surety Companies are subject to approval and may be rejected by the Owner without cause, in the same manner that proposals may be rejected.

2.11.3. Limitations: Bonding Limits or Bonding Capital refer to the limit or amount of Bond acceptable on any one risk. 1. The bonding limit of the Surety shall not exceed ten percent (10%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best's Key Rating Guide, on anyone risk (penalty or amount of any one bond).

2.11.4. Requirements:

2.11.4.1. Policy Holders Surplus is required to be 5 times the amount of any one bond.

2.11.4.2. The Agent countersigning the bond shall be a resident of Miami-Dade County.

2.12. COMPLIANCE WITH LAW AND OTHER REQUIREMENTS.

Contractor shall conduct its operations in compliance with all applicable federal, state, county and local laws in providing the Services required by this RFP, including specifically, Chapter 316, "State Uniform Traffic Control," of the Florida Statutes; Chapter 30, "Traffic and Motor Vehicles," of the Miami-Dade County Code of Ordinances; and Section 54-78, "Prohibited Noises," of Chapter 54 of the Town's Code of Ordinances. Proposer shall also assist the Town in complying with requests for information in connection with Section 29-124, "Special fund created; uses of surtax proceeds; and role of Citizens' Independent Transportation Trust," of the Miami-Dade County Code of Ordinances.

2.13. ASSIGNMENT.

The Contractor shall not transfer or assign the performance of the Services required by this RFP and the Agreement without the Town's prior written consent. Any award issued pursuant to this RFP and monies which may be payable by the Town, are not assignable except with the Town's prior written approval.

2.14. ATTORNEY'S FEES.

If the Town incurs any expense in enforcing the terms of the Agreement, whether suit be brought or not, Contractor agrees to pay all such costs and expenses including, but not limited to, court costs, interest and reasonable attorney's fees.

2.15. CONTRACTOR'S RELATION TO THE TOWN.

It is expressly agreed and understood that the Contractor is in all respects an independent contractor as to all Services hereunder, and that the Contractor is in no respect an agent, servant or employee of the Town. This RFP specifies the Services to be performed by the Contractor, but the method to be employed to accomplish the Services shall be the responsibility of the Contractor, unless otherwise provided in the Agreement or by the Town.

2.16. DISCRIMINATORY PRACTICES.

The Contractor shall not discriminate against or deny service, access, or employment to any person on the basis of race, color, creed, sex, sexual orientation religion or national origin. The Contractor will strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida or the Federal Government.

2.17. TIME IS OF THE ESSENCE; DELIVERY OF SERVICES.

The Contractor acknowledges and agrees that time is of the essence in the performance and delivery of the Services hereunder.

2.18. CANCELLATION.

Failure on the part of the Contractor to comply with the conditions, specifications, requirements and terms as determined by the Town, shall be just cause for cancellation of the award, with the Contractor holding the Town harmless.

2.19. DISPUTES.

If any dispute concerning a question of fact arises under the resulting Agreement, other than termination for default or convenience, the dispute will be handled by the Town Manager.

2.20. TERMINATION FOR DEFAULT.

In the event of default by the proposer or Contractor, the Town may terminate the Agreement, procure the Services from other sources and hold the proposer or Contractor responsible for any excess costs occasioned or incurred thereby.

2.21. TERMINATION FOR CONVEYANCE.

The Town may terminate the Agreement, in whole or in part, for convenience upon thirty (30) days prior written notice to the Contractor. Upon such termination, the Town shall be responsible to the Contractor only for payment in accordance with the payment provisions of the Agreement for those Services rendered prior to and through the date of termination.

2.22. INDEMNIFICATION.

The Contractor shall indemnify, save harmless and defend the Town, its officers, agents and employees from and against any claims, demands or causes of action of whatsoever kind or nature arising out of any act, error, omission, negligent act, conduct or misconduct of the Contractor, his agents, servants or employees, in the performance of the Services pursuant to this RFP and/or from any procurement decision of the Town including without limitation, awarding the Agreement to a Contractor.

2.23. SECONDARY/OTHER VENDORS.

The Town reserves the right in the event the primary proposer cannot provide the Service(s) in a timely manner as requested, to contact the second best proposer of this RFP to perform the Services. If the secondary contractor is unavailable, the Town reserves the right to seek and obtain other sources.

As tasks and schedules are identified, substantial completion times will be mutually agreed upon between the Contractor and the Town.

2.24. PUBLIC ENTITY CRIME/DISQUALIFICATION.

Pursuant to Section 287.133(3)(a), Florida Statute, all proposers are advised as follows:

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

2.25. NO CONTINGENT FEE.

Proposer shall warrant that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure the Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making the Agreement. For the

breach or violation of this provision, the Town shall have the right to terminate the Agreement, without liability, at its discretion.

2.26. PUBLIC RECORDS; CONFIDENTIALITY.

Proposers are hereby notified that all information submitted as part of or in support of proposals submitted pursuant to this RFP are public records subject to public disclosure in accordance with Chapter 119, Florida Statutes. If there is any apparent conflict between Florida's Public Records Law and this RFP, Florida Law will govern and prevail.

All proposals submitted in response to this RFP shall become the property of the Town. Unless the information submitted is proprietary, copyrighted, trademarked, or patented, the Town reserves the right to utilize any or all information, ideas, conceptions, or portions of any proposal in its best interest. Acceptance or rejection of any proposal shall not nullify the Town's rights hereunder.

END OF SECTION 2

SECTION 3 SCOPE OF SERVICES

3.1 INTRODUCTION.

The Town is seeking proposals from qualified firms to provide vehicles, maintenance, personnel, and operations for Modified Shuttle and On-Demand Transit Services (“Services”) in the Town, Bal Harbor Village, and the Town of Bay Harbor Islands (collectively, the “Surf-Bal-Bay Community”), in accordance with the terms, conditions, and specifications contained in this RFP.

3.2 SUMMARY.

The Town objectives for the Modified Shuttle and On-Demand Transit Services is to provide an efficient and cost-effective transit system that is reliable, safe, comfortable and, accessible to residents and visitors of the Surf-Bal-Bay Community. Toward that end, the Town is seeking a Modified Shuttle and On-Demand Transit Services consisting of combined (1) Shuttle Transit Services and (2) On-Demand Transit Services.

3.3 SHUTTLE TRANSIT SERVICES.

3.3.1 Scope of Work.

Proposer shall operate a public fixed-route transit service with thirty (30) minute headways on the Surf-Bal-Bay Community Shuttle Route, attached hereto as Exhibit “B” (the “SBB Shuttle Route”) Proposer shall operate the SBB Shuttle Route seven (7) days per week, commencing [MONTH/DATE], 2020 until [MONTH/DATE], 2021, in accordance with the service hours and service levels specified in the SBB Shuttle Route Schedule, attached hereto as Exhibit “D.” Proposer agrees to operate a minimum of X shuttle vehicles along the SBB Shuttle Route and shall adjust the number of shuttle vehicles in operation in order to achieve and maintain thirty (30) minute headways as necessary to comply with the SBB Shuttle Route Schedule, attached hereto as Exhibit “D.”

Passengers shall be picked up and discharged only at those designated shuttle stops. Four-way flashers shall be used whenever the vehicle is stopped to load or unload passengers. Proposer shall be responsible for the installation and maintenance of shuttle bus benches and route stop signs at the fixed-route stops listed in the SBB Shuttle Route Schedule, attached hereto as Exhibit “B.” The Town may add or remove proposed shuttle stops along the route provided in Exhibit “B.”

3.3.2 Operation.

3.3.2.1 Facilities.

Proposer is required to provide the following facilities to effectively manage and operate the Surf-Bal-Bay Shuttle Route:

- 3.3.2.1.1 Dispatch and supervisor Station,
- 3.3.2.1.2 Facility for maintenance of shuttle vehicles,
- 3.3.2.1.3 Secure storage for the Proposer’s shuttle vehicles and maintenance equipment,

- 3.3.2.1.4 Daily fueling for Proposer's shuttle vehicles and also to provide a dedicated source of fuel during emergencies/disasters,
- 3.3.2.1.5 Break rooms for drivers and staff, and
- 3.3.2.1.6 Restroom facilities for drivers and staff.

3.3.2.2 Operating Procedures.

Proposer shall prepare and submit with its proposal written procedures for the operation of the SBB Shuttle Route. Standard Operating Procedures shall include:

- 3.3.2.2.1 Procedures and plans on maintaining thirty (30) minute headways based on the SBB Shuttle Route Schedule, attached hereto as Exhibit "D."
- 3.3.2.2.2 Plans for replacement of disabled shuttle vehicles;
- 3.3.2.2.3 Procedures for notifying Town of delays and cancellation;
- 3.3.2.2.4 A list of contact persons with the authority to make operating decisions and can be reached before and after service hours.
- 3.3.2.2.5 Accident review procedures and corrective processes;
- 3.3.2.2.6 Radio check in and coordination procedures for maintaining shuttle vehicle headways, including GPS and/or automated vehicle location reporting;
- 3.3.2.2.7 Description of shuttle vehicle operator training;
- 3.3.2.2.8 Procedures for operating vehicles and providing service, including procedures to insure that stop announcements are made by shuttle vehicle operators.
- 3.3.2.2.9 Procedures for daily servicing;
- 3.3.2.2.10 Fare collection and accounting procedures, and fare payment validation and enforcement procedures, if fares are implemented by the Town;
- 3.3.2.2.11 Shuttle vehicle dispatch procedures to achieve balanced accumulation of mileage for each shuttle vehicle in the fleet and as necessary to accomplish shuttle vehicle maintenance;
- 3.3.2.2.12 Contingency plans in the event of emergencies, such as accidents, fires, mechanical failures, inclement weather, and criminal activity;
- 3.3.2.2.13 Procedures for handling of public and internal comments and complains;
- 3.3.2.2.14 Shuttle vehicle operator safety, recognition, rewards, and disciplinary programs;
- 3.3.2.2.15 Customer service guidelines;
- 3.3.2.2.16 Supervisory procedures, including supervision of personnel, performance schedules, and performance monitoring.

3.3.3 Vehicles.

Proposer's shuttle vehicles shall comply with the following specifications:

- 3.3.3.1 Shuttle vehicle shall provide seating for at least X individuals.

- 3.3.3.2 Shuttle vehicles shall comply with the Americans with Disabilities Act and toward that end shall be equipped with either a hydraulic wheelchair lift or a ramp.
- 3.3.3.3 Shuttle vehicles shall comply with the requirements provided by law (Approved Equal Busses) and the Florida Administrative Code 14-90 (i.e. passenger door, mirror height, etc.). Fleets must meet all local, state, and federal requirements as applicable to public transit vehicles.

3.4 ON-DEMAND TRANSIT SERVICES.

3.4.1 SCOPE OF WORK.

Proposer shall provide On-Demand Transit Service, focusing on short first/last mile trips, using a minimum of two On-Demand Transit vehicles within the geofenced service area illustrated on the On-Demand Service Map, attached hereto as Exhibit “C.” Customers shall be able to request service in real-time through a software/technology platform, by calling a telephone number, or by hailing an On-Demand Transit vehicle operator. The Proposer shall operate the On-Demand Transit Service as a continuous vanpool, dynamically adjusting vehicle routing to meet ridership demand and service needs within the service area, minimizing wait times and trip length times.

3.4.2 SERVICE DAYS.

Proposer shall operate On-Demand Transit Service seven days per week, commencing [Month/Date], 2020, until [Month/Date], 2021. Service hours shall be held from 8:30 AM to 6:00 PM Monday through Sunday.

3.4.3 VEHICLE SPECIFICATIONS.

Proposer’s vehicles shall meet the minimum vehicle specifications listed below:

- 3.4.3.1 Vehicle Type: Electric vehicle with full doors, windows and seatbelts. At least one vehicle will be wheelchair accessible.
- 3.4.3.2 Vehicle Year: 2016 or newer.
- 3.4.3.3 Seating Capacity: Minimum of six seats (five passenger seats and one vehicle operator seat).
- 3.4.3.4 Vehicle Charging: Charges shall be provided, installed, operated, and maintained by the Proposer during the entire program. Cost of electricity shall be covered. Charging equipment shall remain property of the Proposer.
- 3.4.3.5 Vehicle must be motorized and street legal.

3.4.4 TECHNOLOGY.

Proposer shall use a technology platform that supports on-demand responsive operations. Features of the technology platform shall include, but are not limited to:

- 3.4.4.1 Routing and dispatching of vehicles in the form of a mobile application.
- 3.4.4.2 Remote real-time tracking of service for both users and dispatch.
- 3.4.4.3 Customer-friendly mobile application available for download in the Apple and Android stores, downloadable at no cost to riders.
- 3.4.4.4 Dashboard for analysis of service operations available to Town staff.

- 3.4.4.5 Application Programming Interface (API) enabled to connect with Town transit applications, Miami-Dade Transit Application, and Google Maps.

Proposer shall provide a real-time online data portal where all relevant data sourced are housed, and Town staff can track pre-determined metrics. Proposer shall be responsible for tracking and reporting data including, but not limited to, hourly, daily, weekly, monthly ridership, vehicle occupancy, trip origins and destinations, heat maps, minimum, maximum, and average wait times, minimum, maximum, and average trip length, passenger demographics, rider request methods utilized, number of canceled trips (by riders or vehicle operators), numbers of missed trips (if vehicle did not serve customer and customer never cancelled request, and similar statistics. For cancelled trips, information as to duration of time between when the ride was requested and cancelled shall be reported. Additionally, the Proposer shall report drivers' ratings and feedback received from passengers.

3.5 OPERATIONAL REQUIREMENTS FOR SHUTTLE VEHICLES AND ON-DEMAND TRANSIT VEHICLES.

3.5.1 Licenses. Vehicle operators must have a valid Florida Commercial Driver's License (Chauffeurs or commercial) as well as any other licenses required by federal, state, and local regulations.

3.5.2 Maintenance.

3.5.2.1 Vehicle Maintenance and Repairs. Proposer shall be responsible for all maintenance activities including, but not limited to, replacement of parts, tires, oil, fluid changes, filters, and cleaning of vehicle. Proposer shall be responsible and provide all general repairs to all vehicles operated pursuant to this Contract. Town shall not be responsible or required to provide any repairs, replacements, or maintenance for any vehicle at any time.

3.5.2.2 Preventative Maintenance. Proposer shall design and implement a preventative maintenance program that will combine regular inspections with scheduled interval-related servicing needs and warranty requirements as provided by manufacturer. Elements of the preventative maintenance program shall include:

3.5.2.2.1 Daily pre- and post-pullout safety instructions.

3.5.2.2.2 Daily servicing of fluid levels, tires, lights, and minor mechanical problems. Brakes shall be checked weekly.

3.5.2.2.3 Periodic mechanical and safety inspections by mechanics and supervisors. Such inspections shall be documented and completed monthly or more often as indicated necessary by recurring problems.

3.5.2.2.4 Interval related servicing should be scheduled to reduce downtime and ensure maximum life and performance of vehicle components.

3.5.2.2.5 Proposer shall be responsible for the required inspections of all vehicles used for the services, if and when applicable.

Proposer shall schedule and deliver vehicles to a certified inspection station, if and when applicable.

3.5.2.2.6 Repairs to non-working items that relate to safety shall be completed prior to returning the vehicle to service. Failure of safety related items on a vehicle while performing service shall require immediate removal of the vehicle from service for repair. These items shall include legally required lights, working brakes, tire tread depth or condition, or any other mechanical condition that may have an effect on the continued safe operation of a vehicle.

3.5.2.2.7 Proposer shall be responsible for providing any towing services necessary to complete repairs required.

3.5.2.3 Mechanical and Body Repairs. Within three days of learning of damage or the need for any repairs, Proposer shall complete all mechanical repairs found necessary to maintain the function of all components and features of the vehicles, unless otherwise permitted by the Town. Mechanical and body repairs shall be conducted as follows:

3.5.2.3.1 Body and frame repairs, inclusive of necessary painting, will be inspected and certified in writing as completed by the garage performing work prior to returning the vehicle to service.

3.5.2.3.2. Minor body damage repairs shall be repaired as soon as possible, but shall not exceed two weeks, subject to availability of OEM parts when needed.

3.5.2.3.2 Major body damage shall be repair before returning the vehicle into service, not to exceed five weeks out of service, subject to availability of OEM parts when needed.

3.5.2.4 Vehicle Cleaning. Proposer shall provide all labor and materials necessary to keep all vehicles clean at all times. Proposer shall wash the exterior of the vehicles, including support vehicles, at least weekly, and shall clean the interiors of the vehicles daily by picking up all litter, sweeping/cleaning the floor, and cleaning the windows if required. Proposer shall wash all vehicle interior items, including, for example, seats, handrails, armrests, etc. Vehicle interiors shall be free from vermin, insects, noxious odors, and similar conditions. Proposer shall remove all graffiti from vehicles, whether on the vehicles interior or exterior, immediately or as soon as is practicable, but no later than the start of the next days' service. If the graffiti is offensive or vulgar and cannot be removed, the vehicle shall be taken out of service immediately.

3.5.2.5 Preventative Maintenance of Heating and Air Conditioning for Shuttle Vehicles. Periodic inspection and servicing checklists will be developed that conform to manufacturer's most severe service recommendations and generally accepted best industry practices. The Proposer shall properly maintain operating HVAC systems on all shuttle vehicles at all times. No shuttle vehicle shall be permitted to enter service without properly functioning heating or air

conditioning systems and the Proposer shall be expected to make all reasonable efforts change out a shuttle vehicle that experiences a malfunctioning heating or air-conditioning system while in service.

- 3.5.2.6 Vehicles in need of Repair or Cleaning. Proposer shall immediately remove from operation any vehicle deemed to be in need of repair, cleaning, or other action by the Town.

3.5.3 Air Conditioning. Shuttle Vehicles air condition units must function properly at all times in all vehicles, and shall operate at an internal ambient temperature of 75 degrees Fahrenheit.

3.5.4 Records.

- 3.5.4.1 Vehicle Records. Proposer shall maintain a complete individual vehicle history of every vehicle used. The Proposer shall be responsible for keeping the vehicle maintenance current throughout the term of the Contract for the Services and shall make available complete copies of all files available to the Town at the end of the Contract. The Town or its agent shall have reasonable access to all vehicle maintenance records during planned or unannounced visits or inspections of the Proposer's facility for the duration of the Contract. The Proposer shall maintain records including, but not limited to:

- 3.5.4.1.1 Completion of required inspections.
- 3.5.4.1.2 Timely execution of scheduled services.
- 3.5.4.1.3 Major repairs and replacements.
- 3.5.4.1.4 Use of parts and components.
- 3.5.4.1.5 Unscheduled maintenance.
- 3.5.4.1.6 Accident repairs and body work.
- 3.5.4.1.7 Warranty work and claims.
- 3.5.4.1.8 Fuel and oil and fluids consumption on a unit per vehicle basis;
- 3.5.4.1.9 Vehicle mileage and hours of operation.
- 3.5.4.1.10 Tire and brake life.
- 3.5.4.1.11 Hours of operation.
- 3.5.4.1.12 Frequency of service provided.
- 3.5.4.1.13 Days of operation.
- 3.5.4.1.14 Total actual vehicle miles.
- 3.5.4.1.15 Total vehicle revenue miles, if applicable.
- 3.5.4.1.16 Total vehicle revenue miles, if applicable.
- 3.5.4.1.17 Unlinked passenger trips (number of passengers who board the public transportation vehicle determined by an actual 100% count or by a Federal Transit Administration approved sampling procedure).
- 3.5.4.1.18 Passenger miles (Sum of distance ridden by each passenger).
- 3.5.4.1.19 Ridership for each route.

- 3.5.4.2 Proposer shall maintain records regarding any vehicle defect that occurs. Vehicle defect cards shall be made available to vehicle

operators and staff on all vehicles. A vehicle defect report shall be completed as part of pre-trip inspections on each vehicle and after service and filed chronologically by vehicle number. Vehicle operators will turn in defect cards prior to and after each shift to the Proposer's staff person charged with reviewing each card to prevent vehicles with problems from being assigned to any following trip.

3.5.4.3 Proposer shall also be responsible for documenting, filing, and executing all warranty claims with the OEM component manufacturers. Proposers must ensure that all vehicle manufacturer warranty work is accomplished to guarantee the Town compliance with necessary warranty requirements. Proposer shall track all warranty work, including parts and labor, and submit claims for reimbursement to the manufacturer/supplier. The Town may have its staff review Proposer's vehicle records to ensure warranty claims are being properly recorded, submitted, and defended.

3.5.4.4 Town shall have immediate and unrestricted access to all vehicles and vehicle maintenance records during planned or unannounced visits or inspections to vehicles and Proposer's facility for the duration of awarded Contract for the duration of the Contract.

3.5.5 Identification Tags. Proposer's vehicle operators and other staff that come in contact with the public shall wear identification tags clearly stating their first name at all times while performing their duties.

3.5.6 Accident and Incident Procedures.

3.5.6.1 The Proposer shall develop, implement, and maintain formal and expedient procedures to respond to all accidents, disturbances, passenger injuries/fatalities, and any other service interruptions/failures, subject to approval by the Town.

3.5.6.2 Proposer shall be responsible for reporting to the Town any and all incidents that occur, as described below.

3.5.6.3 All traffic accidents involving vehicles/pedestrians, irrespective of injury, shall be immediately notified to the Town Police Department. The Proposer will advise such agency of the accident and request a police unit to investigate the accident.

3.5.6.4 The Proposer shall immediately notify the Town of any accident or incident, especially those resulting in injury, in loss or damage to the Town and /or private property. Written notification shall be sent within 48 hours. The written notice shall describe the sequence of events and include reports by the vehicle operator, attendant, witnesses, and any other relevant individuals. In addition, the Proposer shall notify the Florida Department of Transportation verbally within 48 hours thereafter the incident, followed by a written report within 48 hours. Proposer shall notify the Florida

Department of Transportation of any fatalities verbally within 24 hours, followed by a written report within 24 hours. Proposer shall be responsible for providing follow-up reports, both verbally and in writing, within the required hours of the reported incident.

3.5.6.5 Proposer must implement a written Drug and Alcohol Testing program.

3.5.7 Vehicles in Need of Repair or Cleaning. Proposer shall immediately remove from operation any vehicle deemed to be in need of repair, cleaning, or other action by the Town.

3.5.8 Service Standards. Proposer shall operate the Modified Shuttle and On-Demand Transit Services in a manner that will maximize the efficiency of the service while achieving excellent customer service. Proposer's technical performance and customer service performance will be periodically evaluated by the Town. The Proposer and the Town shall meet periodically to evaluate the performance and effectiveness of the Modified Shuttle and On-Demand Transit Services. If applicable, Proposer will take all reasonable actions requested by the Town to immediately correct deficiencies in performance after review of the performance evaluation.

3.5.9 Additional Operating Procedures. Proposer shall observe all safety rules and other requirements of regulatory bodies having jurisdiction over the service area and operate all vehicles with the highest regard for all aspects of safety. Additionally, Proposer will comply with the following requirements:

3.5.9.1 Proposer shall not use vehicles for illegal purposes.

3.5.9.2 Proposer shall not use vehicles for towing, pushing, or any purpose other than transportation of passengers.

3.5.9.3 Proposer shall not overload vehicles beyond their specified carrying capacity, nor operate a vehicle in an unsafe manner.

3.5.9.4 Proposer shall not use vehicles in any way except as specifically authorized by the Town.

3.5.9.5 All vehicles shall operate with headlights and taillights turned on while in service.

3.5.9.6 Service shall be provided to all orderly persons who pay the proper fare, if applicable, and comply with ridership rules and regulations established by the Town. Proposer shall not discriminate against any passenger on the basis of race, color, religion, country of origin, age, gender, sexual preference, or disability.

3.5.9.7 Proposer's vehicles shall not play music while servicing customers/riders.

3.6 PERSONNEL.

3.6.1 Proposer's dispatch personnel shall be bilingual for English and Spanish, and shall be trained for the special needs of elderly and disabled individuals. Dispatchers shall respond to questions concerning the service with courtesy, respect, sensitivity, and effectiveness.

3.6.2 Proposer's vehicle operators shall comply with the following requirements:

- 3.6.2.1 Vehicle operators must have a medical examination certificate and pass drug testing. Proposer shall not allow any vehicle operator to operate a vehicle if the vehicle operator does not pass the medical and drug examination.
- 3.6.2.2 Vehicle operators shall be trained in all operational procedures, including thorough knowledge of the service area street network.
- 3.6.2.3 Vehicle operators shall be fully trained in defensive driving and vehicle handling.
- 3.6.2.4 Vehicle operators shall be trained in the special skills required to provide transportation to the elderly and disabled individuals, including customer service, assisting elderly and disabled riders enter and exit the vehicle, operation of hydraulic wheelchair lift or use of a wheelchair ramp in order for disabled persons to enter and exit vehicles, and proper use of wheelchair harnesses.
- 3.6.2.5 Vehicle operators shall assist passengers confined to wheelchairs in boarding and shall perform the tie downs.
- 3.6.2.6 Vehicle operators shall be trained to operate all types of vehicles (including reserve vehicles owned by the Proposer) in the service, wheelchair lifts and harness systems, and other equipment that they may be expected to use during service hours.
- 3.6.2.7 Regularly assigned vehicle operators or trained back-up vehicle operators shall be available and on-time on a daily basis to ensure consistent and reliable service.
- 3.6.2.8 Vehicle operators shall not take lunch hour or breaks inside or close by the Proposer's vehicles.
- 3.6.2.9 Passengers must never be kept waiting, except for scheduled headways.
- 3.6.2.10 Each vehicle operator shall have an accurate timepiece available and in clear sight at all times while operating a vehicle.
- 3.6.2.11 Vehicle operators must have a thorough knowledge of and abide by all traffic regulations.
- 3.6.2.12 Vehicle operators shall be sensitive to ridership comforts, such as interior temperatures of their vehicle, cleanliness of their vehicles, etc.

3.6.3 Proposer's staff and vehicle operators shall be trained to understand and practice the high quality of customer service required by the Town. Proposer shall provide adequate customer service training to its employees and demonstrate to the Town that vehicle operators have attended and successfully completed customer service trainings.

3.7 MISCELLANEOUS.

3.7.1 Fares. The Proposer shall operate the Shuttle Transit Services and On-Demand Transit Services at no cost to the riders, unless the Town, at its sole discretion, elects to impose fares on riders. Proposer's vehicle operators or staff shall not display tip jars or solicit tip acceptance, unless desired by the passenger for exceptional

service. If the Town elects to impose fares on either Shuttle Transit or On-Demand Transit services, the Proposer shall collect such fares for the Town at no additional cost to the Town or riders.

3.7.2 Staff Uniforms. Proposer shall submit staff uniforms to the Town for acceptance.

3.7.3 Road Supervision. Proposer shall provide road supervision as required to monitor vehicle operators, vehicles, quality of service, and adherence to all established routes, time schedules, and/or response times, and respond to all emergency calls.

3.7.4 Branding and Advertising.

3.7.4.1 Vehicle exterior branding and design will be provided by the Proposer to the Town for prior written approval. Once approved, Proposer shall install exterior branding/wrapping on vehicles. Maintenance of branding/wrapping on vehicles shall be borne by the Proposer. Proposer shall bear the cost of initial branding/wrapping installation. If the Town changes the Town branding/wrapping design, the Town shall cover the cost of production and installation.

3.7.4.2 Proposer shall maintain a pleasant and aesthetic image and ensure the quality of life of its residents. Proposer shall have the right to solicit and sell advertising to be installed on vehicles and negotiate advertising rates. Proposer, at its sole cost and expense, shall be responsible for the design, development, production, redesign, removal and installation of such advertising.

3.7.4.3 Proposer shall adhere to generally accepted principles of advertising in relation to good taste and truth in advertising. No advertising that is considered objectionable or offensive in its content or method of presentation shall be displayed.

3.7.4.4 Prior to installation of advertising, the Proposer shall submit advertisement content to the Town for review and prior written approval, subject to the sole discretion of the Town. The Town, at its discretion, may request removal of any advertisement it deems offensive, objectionable, or inappropriate. Removal of any and all non-compliant advertisement content will be removed within twenty-four hours after receipt of official notice from the Town.

3.7.4.5 Proposer advertising shall comply with the following requirements:

3.7.4.5.1 All advertisements accepted for placement by the Town must comply with Federal, State, County, and Town laws, ordinances, rules, and regulations.

3.7.4.5.2 No advertisements shall be permitted that advertise:

3.7.4.5.2.1 Unlawful or illegal goods, services, or activities;
3.7.4.5.2.2 E-cigarettes, tobacco, or tobacco-related products;
3.7.4.5.2.3 Firearms;
3.7.4.5.2.4 Sexual services, programs, or products;
3.7.4.5.2.5 Political candidates or political issues;
3.7.4.5.2.6 Competitive products for any Townwide exclusive sponsorship agreements; and
3.7.4.5.2.7 Alcoholic beverages, as defined by F.S. § 561.01.

3.7.4.6 No advertisements shall contain the words “STOP,” “LOOK,” “DANGER,” “DRIVE IN” or any other word, symbol, or displays designed to distract vehicular traffic.

3.7.4.7 No advertising shall contain material that is immoral, lascivious, or obscene, as defined in F.S. § 847.001; businesses engaged in any activity requiring the exploitation of minors, pursuant to Ch. 847, F.S.; or libelous material or material detrimental to the operation or goals of the Town.

3.7.5 Provision of Parking Spaces. The Town, at its sole discretion, may provide the Proposer with dedicated parking spaces or similar storage locations for the Proposer’s vehicles at a mutually agreed upon rate.

3.7.6 Exclusive Use. Proposer shall not enter into an agreement with any other party for use of equipment, personnel, or vehicles dedicated to providing the Services without approval from the Town.

3.7.7 Service Marketing. Proposer shall coordinate with the Town to develop a strategy and schedule for public outreach and marketing of Modified Shuttle and On-Demand Transit Services. The strategy should address both service launch phase and how to ensure continued promotion of the Services throughout the contract. The strategies shall be coordinated, reviewed, and approved by the Town.

END OF SECTION 3

SECTION 4
PROPOSAL FORM PACKAGE

As provided in the RFP, the following items must be attached to this Proposal:

FORMS	STATUS
Form 1 – Proposal Form Package Acknowledgement	☐
Form 2A. Proposer’s Certification (if Company or Corporation)	☐
Form 2B. Proposer’s Certification (if Partnership)	☐
Form 3. Single Execution Affidavits	☐
Form 4. Dispute Disclosure	☐
Form 5. Certification Regarding Debarment, Suspension, & Other Responsibility Matters Primary Covered Transactions	☐
Form 6. Proposer’s Qualifications Questionnaire	☐
Form 7A. Submittal Schedule Form – Shuttle Transit Service Component	☐
Form 7B. Price Submittal Schedule Form – On Demand Transit Service Component	☐
Form 8. Reference List	☐
Form 9. Proposal Bond	☐
Form 10. Performance Bond	☐

FORM 1
PROPOSAL FORM PACKAGE ACKNOWLEDGEMENTS

I hereby propose to furnish the goods and services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of 180 days after opened by the Town in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Firm named as the Proposing Firm and that said Firm is ready, willing, and able to perform if awarded the Agreement.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal; no officer, employee or agent of the Town of Surfside or any other proposer has an interest in said proposal. Furthermore, I certify that the undersigned executed this Proposal Form with full knowledge and understanding of matters therein contained and was duly authorized.

I further certify that the Proposer acknowledges receipt of all Addenda issued by the Town in connection with the RFP (Check the box next to each addendum received).

Addendum 1	_____ Addendum 6
Addendum 2	_____ Addendum 7
Addendum 3	_____ Addendum 8
Addendum 4	_____ Addendum 9
Addendum 5	_____ Addendum 10

Attached hereto are the following forms/documents which form a part of this proposal:

Form 1.	Proposal Form Package Acknowledgement.
Form 2A.	Proposer's Certification (if Company or Corporation)
Form 2B.	Proposer's Certification (if Partnership)
Form 3.	Single Execution Affidavits
Form 4.	Dispute Disclosure
Form 5.	Certification Regarding Debarment, Suspension, & Other Responsibility Matters Primary Covered Transactions
Form 6.	Proposer's Qualifications Questionnaire
Form 7A.	Price Submittal Schedule Form – Shuttle Transit Service
Form 7B.	Price Submittal Schedule Form – On Demand Transit Service
Form 8.	Reference List
Form 9.	Proposal Bond
Form 10.	Performance Bond

[SIGNATURE PAGE FOLLOWS.]

Form 1 – Proposal Form Package Acknowledgements (continued)

NAME OF PROPOSER FIRM

SIGNATURE OF PROPOSER

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

(____) _____
TELEPHONE NUMBER

STATE OF _____)
COUNTY OF _____) SS

The foregoing instrument was sworn to and subscribed before me this _____ day of _____, 2020 by _____ who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, State of _____

Print Name: _____

Commission No.: _____

Commission Expires: _____

(SEAL)

FORM 2A
PROPOSER'S CERTIFICATION

(if Company or Corporation)

CERTIFICATE

STATE OF _____)
) SS
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Board of Directors of _____
a corporation or company existing under the laws of the State of _____,
held on _____, 2020, the following resolution was duly passed and
adopted:

RESOLVED, that, as _____ of the Corporation/Company, be and is hereby
authorized to execute the proposal dated, _____, 2020 to the Town of Surfside for
RFP Modified Shuttle and On-Demand Transit Services, and that this execution thereof,
attested by the Secretary of the Corporation/Company, and with the Corporate/Company
Seal affixed, shall be the official act and deed of this Corporation/Company.

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of
corporation/company on this the _____ of _____, 2020.

Secretary

(SEAL)

**FORM 2B
PROPOSER'S CERTIFICATION**

(if Partnership)

CERTIFICATE

STATE OF _____)
) SS
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Partners of _____, a
partnership existing under the laws of the State of _____, held on
_____, 2020, the following resolution was duly passed and adopted:

“RESOLVED, that _____,
as _____ of the
Partnership, be and is hereby authorized to execute the proposal dated _____,
2020, to the Town of Surfside for RFP Modified Shuttle and On-Demand Transit Services
from this partnership and that his execution of thereof, attested by the shall be the official
act and deed of this Partnership.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____,
2020.

Secretary

(SEAL)

FORM 3
SINGLE EXECUTION AFFIDAVITS

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC
OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE PROPOSER OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE PROPOSER OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE PROPOSER OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID. THESE SINGLE EXECUTION AFFIDAVITS ARE SUBMITTED TO THE TOWN OF SURFSIDE AND ARE STATEMENTS MADE:

By: _____

For (Name of Proposing or Bidding Entity): _____

Whose business address is: _____

And (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(if the entity does not have an FEIN, include the Social Security Number of the individual signing this sworn statement. SS#: _____)

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 29 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Proposer Initials

Public Entity Crimes Affidavit

I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state

or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

- ☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

Proposer Initials

No Conflict of Interest or Contingent Fee Affidavit

Proposer warrants that neither it nor any principal, employee, agent, representative nor family member has paid or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Proposer also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Proposer acknowledges that any violation of these warrants will result in the termination of the contract and forfeiture of funds paid or to be paid to the Proposer should the Proposer be selected for the performance of this contract.

Proposer Initials

Business Entity Affidavit

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the Town of Surfside (the "Town") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town board members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Proposer or Vendor, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Town. Further, Proposer recognizes that with respect to this transaction or bid, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Town.

Proposer Initials

Anti-Collusion Affidavit

1. Proposer/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Proposer/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired,

connived, or agreed, directly or indirectly with any other Proposer/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Proposer/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Proposer/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town or any person interested in the proposed Contract.

Proposer Initials

Scrutinized Company Certification

1. Proposer certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFP at its sole option if the Proposer or its subcontractors are found to have submitted a false certification; or if the Proposer, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this RFP is for more than one million dollars, the Proposer certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFP at its sole option if the Proposer, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Proposer, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFP. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Proposer Initials

Drug-Free Workplace Affidavit

Proposer hereby recognizes that, pursuant to F.S. § 287.087, preference shall be given to businesses with drug-free workplace programs when two bids/proposals are equal with respect to price, quality, and service. Proposer understands that in order to qualify as a drug-free workplace, proposer must:

- a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b) Inform employees about the dangers of drug abuse in the workplace, the Proposer's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and

employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

- 1) Give each employee engaged in providing commodities or contractual services under the RFP a copy of the statement specified in subsection (1).
- 2) Notify employees that, as a condition of working on the commodities or contractual services under the RFP, the employee must abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 3) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 4) Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

- ☐ The entity submitting this sworn statement is a drug-free workplace and is in full compliance with the requirements set forth under F.S. § 287.087.
- ☐ The entity submitting this sworn statement is not a drug-free workplace.

Proposer Initials

Town Non-Discrimination Requirements Affidavit

Proposer understands that pursuant to Section 3-1.1 of the Code of the Town of Surfside, the Town will not enter into or award a contract to an entity engaged in a boycott.

Proposer understands that "Boycott" as defined under Section 3-1.1 of the Code of the Town of Surfside means to blacklist, divest from, or otherwise refuse to deal with a nation or country, or to blacklist or otherwise refuse to deal with a person or entity when the action is based on race, color, national origin, religion, sex, gender identity, sexual orientation, marital or familial status, age, or disability in a discriminatory manner. The term boycott does not include a decision based upon business or economic reasons, or boycotts, embargoes, trade restrictions, or divestments that are specifically authorized or required by federal law or state law.

Proposer certifies that it is not engaged in a boycott, and is in full compliance with Section 3-1.1 of the Code of the Town of Surfside.

Proposer Initials

Acknowledgment, Warranty, and Acceptance

1. Contractor warrants that it is willing and able to comply with all applicable state of Florida laws, rules and regulations.

2. Contractor warrants that it has read, understands, and is willing to comply with all requirements of **RFP No. 2020-XX-XX** and any addendum/addenda related thereto.
3. Contractor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Town Commission or Town Manager, as applicable.
4. Contractor warrants that all information provided by it in connection with this Proposal is true and accurate.

Proposer Initials

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name:

Print Name:

Witness #2 Print Name:

Title:

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of _____, 20____, before me the undersigned, personally appeared _____, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal:

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

**FORM 4
DISPUTE DISCLOSURE**

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes", please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO _____

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO _____

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the Services your firm provides in the regular course of business?

YES _____ NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Proposal or Bid for the Town of Surfside.

Signature

Sworn to and subscribed before me this _____ day _____, 20____.

Personally known ☐

OR

Produced identification

Type of identification

Notary Public – State of _____

My commission expires: _____

*Printed, typed or stamped commissioned name of
notary public*

FORM 5
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this Statement of Qualifications.

Business Name _____

Date _____

By: _____
Signature of Authorized Representative

Name and Title of Authorized Representative

FORM 6
PROPOSER'S QUALIFICATIONS QUESTIONNAIRE

NOTE: This statement of Proposer's Qualification must be completely filled out, properly executed and returned as part of your Proposal.

[Provide documentation evidencing the experience of the proposer and demonstrating that the proposer has successfully provided services similar to those specified herein to other agencies of similar size and needs as the Town. The proposer firm shall be currently engaged in providing Modified Shuttle and On-Demand Transit Services, Shuttle Transit Services, or On-Demand Transit Services on a full time basis and shall have been in existence and continuous operation providing these services for a minimum of five (5) years]

1. List the true, exact and proper names of the company, partnership, corporation, and trade or fictitious name under which you do business and principals by names and titles:

Name of Firm: _____

Address: _____

Principals: _____ Titles: _____

2. a. Are you licensed, as may be required, in the designated area(s) of Miami-Dade County, Florida?

YES _____ NO _____

- b. List Principals Licensed:

Name(s): _____ Title: _____

Remarks: _____

3. How long has your Firm been in business and so licensed? _____

4. If Proposer is an individual, corporation, company or a partnership, answer the following:

a. Date of Organization _____

b. Name, address and ownership units of all directors, officers, members, principals or partners:

Form 6 – Proposer’s Qualifications Questionnaire (continued)

-
-
- c. State whether general or limited partnership: _____
- d. State whether a corporation or company _____. Date and State of incorporation_____.

If Proposer is other than an individual, corporation, company or partnership, describe the organization and give the name and address of principals.

-
-
5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your firm been in business under its present business name?

-
-
- a. Under what other former names has your firm operated?

-
-
- b. Is the firm or its principals now or in the past five (5) years been involved as a defendant in litigation concerning the performance of your Firm’s operations? If so list:

-
-
7. a. List the pertinent experience of the key individuals of your Firm (continue on insert sheet, if necessary).

-
-
- b. State the name of the individual(s) who will have personal supervision and key roles of the Services:

Form 6 – Proposer’s Qualifications Questionnaire (continued)

c. List the key individuals of your Firm that hold a Florida Commercial Driver’s License, including proof of such Florida Commercial Driver’s License (continue on insert sheet, if necessary).

8. List name and title of persons in your Firm who are authorized to enter into an Agreement with the Town of Surfside, Florida for the proposed Services should your Firm be the successful Proposer.

Name _____

Title _____

10. Describe your Firm's experience in providing Services to other municipalities or governmental agencies similar to the Services to be provided herein.

Attach additional sheets if necessary.

FORM 7A
PRICE SUBMITTAL SCHEDULE FORM
SHUTTLE TRANSIT SERVICE COMPONENT

Cost to the Town to Provide Vehicles, Maintenance, Storage, Security, Fuel, Personnel, Drivers, Insurance, and Operations:

	Town of Surfside Shuttle Section	Bal Harbour Village Shuttle Section	Town of Bay Harbor Islands Shuttle Section
Number of Vehicles Needed To Meet Weekday Headways			
Number of Vehicles Needed To Meet Weekend Headways			
Service Costs per Hour	\$	\$	\$
Total Cost per Week	\$	\$	\$
Total Cost per Year	\$	\$	\$

FORM 7B
PRICE SUBMITTAL SCHEDULE FORM
ON DEMAND TRANSIT SERVICE COMPONENT

Pricing	Surf-Bal-Bay On-Demand Transit Service Area
Service Costs per Hour	\$
Total Cost per Week	\$
Total Cost per Year	\$

FORM 8
REFERENCE LIST
IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM,
CONTRACTOR TO PROVIDE A MINIMUM OF THREE REFERENCE LETTERS.

REFERENCE #1

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

Contact Number & Email _____

Public Entity Size/Number of Residents/Square Mileage: _____

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) _____

Is the Contract still Active? Yes _____ **No** _____

REFERENCE #2

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

Contact Number & Email _____

Public Entity Size/Number of Residents/Square Mileage:_____

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) _____

Is the Contract still Active? Yes _____ **No** _____

REFERENCE #3

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

Contact Number & Email _____

Public Entity Size/Number of Residents/Square Mileage:_____

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) _____

Is the Contract still Active? Yes _____ **No** _____

FORM 9
PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

as Principal and Contractor, and _____

Hereinafter called Surety, are held and firmly bound unto Town of Surfside, a political subdivision of the State of Florida, and represented by its Town Manager, in the sum of **Fifteen-Thousand Dollars (\$15,000.00)** lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the Principal contemplates submitting or has submitted, a Proposal to the Town of Surfside for the furnishing of all labor, materials (except those to be specifically furnished by the Town), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Specifications, entitled:

TOWN OF SURFSIDE RFP NO. XX
SHUTTLE AND ON-DEMAND TRANSIT SERVICES

WHEREAS, it was a condition precedent to the submission of said Proposal that a cashier's check, certified check, or Proposal bond in the amount of fifteen thousand dollars (\$15,000.00) of the proposal amount be submitted with said Proposal as a guarantee that the Proposer would, if awarded the Contract, enter into a written Contract with the Town for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the Town of Surfside and furnishes the Proposal Bond, in an amount equal to **Fifteen Thousand and NO/100 (\$15,000.00)**, satisfactory to the Town, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Town of Surfside and the Surety herein agrees to pay said sum immediately upon demand of the Town in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said _____, as Principal herein, has caused these

presents to be signed in its name by its _____ and

attested by its _____ under its corporate seal, and the said _____

_____ as Surety herein, has caused these presents to be signed in its

FORM 9 – Proposal Bond (continued)

name by its and attested in its name by its _____ under its corporate seal, this
_____ day of _____, 2020.

Signed, sealed and delivered
in the presence of:

As to Principal

As to Surety

PRINCIPAL: _____

BY: _____

NAME: _____

Surety

BY: _____
Attorney-in-Fact
(Power-of-Attorney to be attached)

BY: _____
Resident Agent

FORM 10
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESIDENTS:

That we, as Principal, hereinafter Called Contractor, and _____, as Surety, are bond to the Town of Surfside, Florida, as Obligee, hereinafter called Owner, in the amount of **Two Hundred Fifty Thousand and NO/100 (\$250,000.00)** for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract **TOWN OF SURFSIDE RFP NO. XX, MODIFIED SHUTTLE AND ON-DEMAND TRANSIT SERVICES**, awarded via Town of Surfside Resolution # _____ the ____ day of _____, 2020 with Owner for _____ in accordance with specifications prepared by the Town of Surfside and made part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the Owner for Modified Shuttle and On-Demand Transit Services ongoing after the date of Contract commencement as specified in the Notice to Award and in the manner prescribed in the Contract; and
2. Indemnifies and pays Owner all losses, damages (specifically including, but not limited to, damages for non-performance and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees and costs, including attorney's fees incurred in appellate proceedings, that Owner sustains because of default by Contractor under the Contract; and
3. Upon notification by the Owner, corrects any and all defective or faulty work or materials.
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 4.1. Complete the Contract in accordance with its terms and conditions; or
- 4.2 Obtain a proposal or proposals for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive Proposer, or, if the Owner elects, upon determination by the Owner and Surety jointly of the best, lowest, qualified, responsible and responsive Proposer, arrange for a Contract between such Proposer and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

FORM 10 – Performance Bond (continued)

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 2020.

Signed in the presence of:

PRINCIPAL: _____

BY: _____

As to Principal

NAME: _____

Surety

As to Surety

BY: _____

Attorney-in-Fact
(Power-of-Attorney to be attached)

BY: _____

Resident Agent

Street Address

City, State, and Zip Code

Telephone Number

Exhibit “A”
Town of Surfside, Bal Harbour Village, and Bay Harbor Islands
Interlocal Shuttle System Final Report

Exhibit "B"
Surf-Bal-Bay Community Shuttle Route

Town of Surfside Shuttle Route Section



[illegible]

Village of Bal Harbour Shuttle Route Section

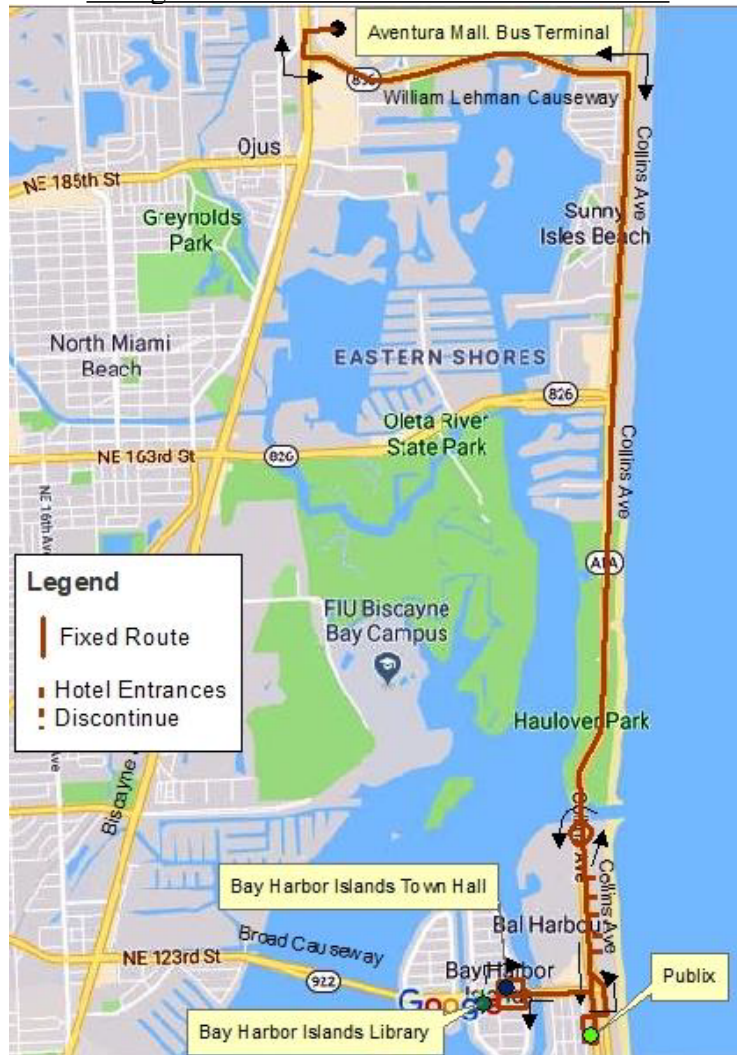


Exhibit "C"

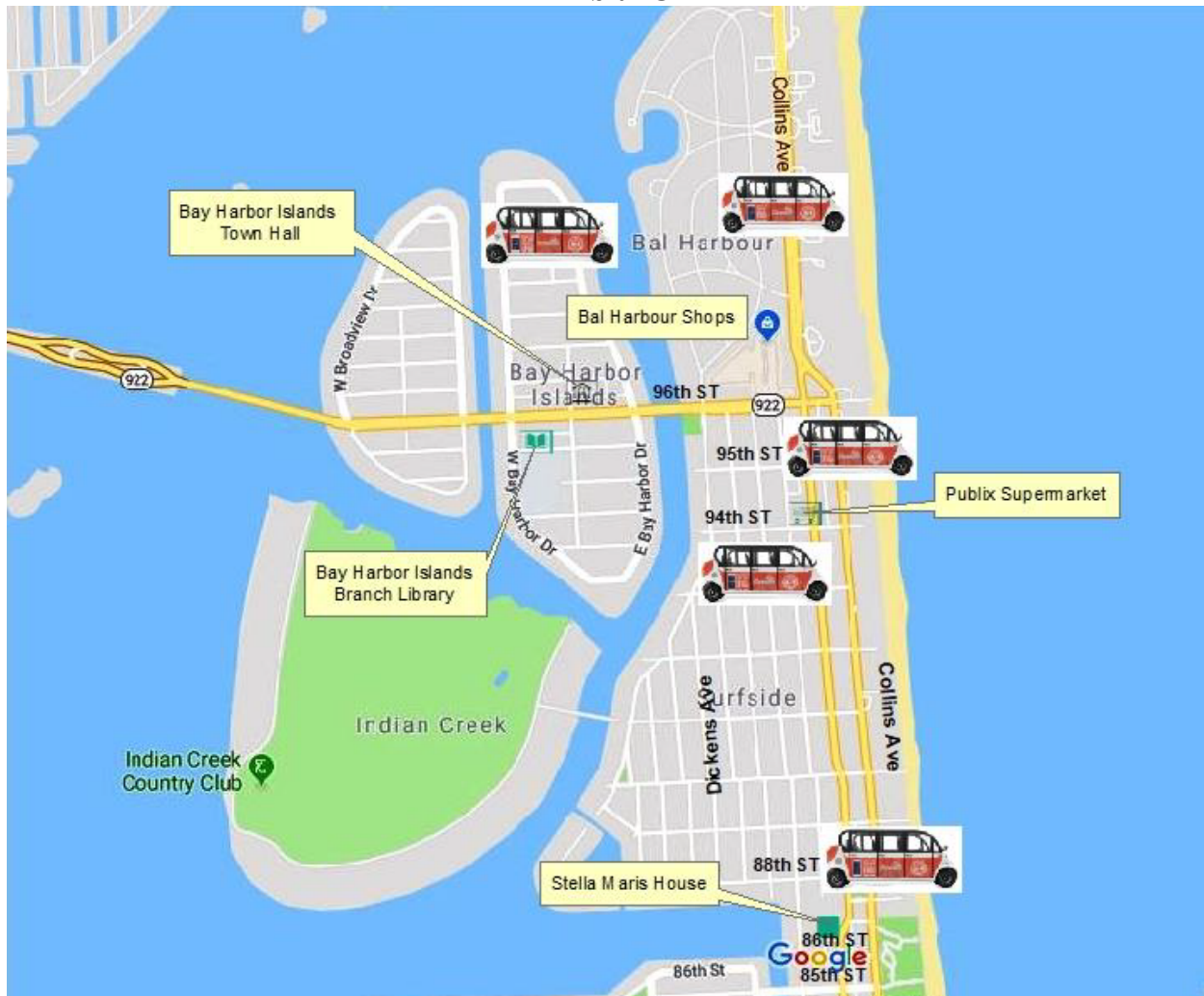


Exhibit “D” Surf-Bal-Bay Shuttle Route Schedule

Weekday Service Schedule

Surfside Shuttle

TimePoints	Headways @ Publix	0:30	0:30	0:30	0:30	0:30	0:45	0:35	0:35	0:35	0:35	0:35	0:35	0:35	0:35	
Surfside Publix		9:00	9:30	10:00	10:30	11:00	11:30	12:15	12:50	13:25	14:00	14:35	15:10	15:45	16:20	16:55
Dickens & 90 Street		9:03	9:33	10:03	10:33	11:03	11:33	12:18	12:53	13:28	14:03	14:38	15:13	15:48	16:23	16:58
Stella Maris House		9:07	9:38	10:08	10:38	11:08	11:38	12:23	12:58	13:33	14:08	14:43	15:18	15:53	16:28	17:03
Collins Av./87 St.		9:10	9:41	10:11	10:41	11:11	11:41	12:26	13:01	13:36	14:11	14:46	15:21	15:56	16:31	17:06
Community Center		9:12	9:43	10:13	10:43	11:13	11:43	12:29	13:04	13:39	14:14	14:49	15:24	15:59	16:34	17:09
Surfside Publix		9:16	9:47	10:17	10:47	11:17	11:47	12:33	13:08	13:43	14:18	14:53	15:28	16:03	16:38	17:13
Bay Harbor Islands Library		9:21	9:53	10:23	10:53	11:23	11:53	12:40	13:15	13:50	14:25	15:00	15:35	16:10	16:45	17:20
Surfside Publix		9:26	9:58	10:28	10:58	11:28	11:58	12:46	13:21	13:56	14:31	15:06	15:41	16:16	16:51	17:26

Total Hours = 8:26

Saturday Service Schedule

Surfside Shuttle

TimePoints	Headways @ Publix	0:30	0:30	0:30	0:30	0:45	0:30	0:30	
Surfside Publix		9:00	9:30	10:00	10:30	11:00	11:45	12:15	12:45
Dickens & 90 Street		9:02	9:33	10:03	10:33	11:03	11:48	12:18	12:48
Stella Maris House		9:07	9:38	10:08	10:38	11:08	11:53	12:23	12:53
Collins Av./87 St.		9:10	9:41	10:11	10:41	11:11	11:56	12:26	12:56
Community Center		9:12	9:43	10:13	10:43	11:13	11:58	12:28	12:58
Surfside Publix		9:15	9:46	10:16	10:46	11:16	12:01	12:31	13:01
Bay Harbor Islands Library		9:20	9:52	10:22	10:52	11:22	12:07	12:37	13:07
Surfside Publix		9:25	9:58	10:28	10:58	11:28	12:13	12:43	13:13

Total Hours = 4:13

Bal Harbour Shuttle

TimePoints	Headways @ Publix		1:00	1:00	1:15	1:10	1:10	1:10
Surfside Publix		9:00	10:00	11:00	12:15	13:25	14:35	15:45
Collins & 96 Street		9:05	10:05	11:05	12:21	13:31	14:41	15:51
10245 Collins Ave.		9:07	10:07	11:07	12:24	13:34	14:44	15:54
Collins & 169 St.		9:13	10:13	11:13	12:30	13:40	14:50	16:00
Aventura Mall		9:24	10:24	11:24	12:43	13:53	15:03	16:13
Sunny Isles Library		9:32	10:32	11:32	12:52	14:02	15:12	16:22
170 St. & Collins Av.		9:35	10:35	11:35	12:55	14:05	15:15	16:25
Bal Harbour Collins Apts.		9:44	10:44	11:44	13:06	14:16	15:26	16:36
Collins & 96 Street		9:48	10:48	11:48	13:10	14:20	15:30	16:40
10245 Collins Ave.		9:50	10:50	11:50	13:13	14:23	15:33	16:43
Bal Harbour Shops		9:54	10:54	11:54	13:17	14:27	15:37	16:47
Surfside Publix		9:58	10:58	11:58	13:21	14:31	15:41	16:51

Total Hours = 7:51

Bay Harbor Islands Shuttle

Headways @ Publix			1:00	1:00	1:00	1:15	1:05	1:05	1:05
Surfside Publix		9:00	10:00	11:00	12:00	13:15	14:20	15:25	16:30
Saks Bal Harbour Shops		9:05	10:05	11:05	12:06	13:21	14:26	15:31	16:36
Town Hall		9:08	10:08	11:08	12:09	13:24	14:29	15:34	16:39
Island Point		9:11	10:11	11:11	12:12	13:27	14:32	15:37	16:42
Blair House		9:14	10:14	11:14	12:15	13:30	14:35	15:40	16:45
1077 95 Street (Library)		9:16	10:16	11:16	12:17	13:32	14:37	15:42	
96 Street & East Broadview		9:18	10:18	11:18	12:19	13:34	14:39	15:44	
NE 123 St. & Biscayne Blvd		9:22	10:22	11:22	12:24	13:39	14:44	15:49	
Biscayne Blvd. & NE 135 Street		9:24	10:24	11:24	12:26	13:41	14:46	15:51	
Target (EOL)		9:28	10:28	11:28	12:31	13:46	14:51	15:56	
NE 123 St. & Biscayne Blvd (Walgreens)		9:34	10:34	11:34	12:38	13:53	14:58	16:03	
96 Street & East Broadview		9:38	10:38	11:38	12:42	13:57	15:02	16:07	
Town Hall		9:41	10:41	11:41	12:46	14:01	15:06	16:11	
Island Point		9:44	10:44	11:44	12:49	14:04	15:09	16:14	
Blair House		9:47	10:47	11:47	12:52	14:07	15:12	16:17	
1077 95 Street (Library)		9:49	10:49	11:49	12:54	14:09	15:14	16:19	
Surfside Publix		9:56	10:56	11:56	13:02	14:17	15:22	16:27	

Total Hours = 7:45

Exhibit “E”
Sample Agreement

**Town of Surfside, Bal Harbour Village, and
Bay Harbor Islands Interlocal Shuttle System**

Final Report

Submitted by

Transit Program
Lehman Center for Transportation Research (LCTR)
Florida International University (FIU)

Submitted to:

Town of Surfside
Bal Harbour Village
Bay Harbor Islands

May 2019

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BACKGROUND

Town of Surfside

Incorporated in 1935, Surfside is a town in Miami-Dade County, Florida. As of 2010, the population recorded by the U.S. Census Bureau was approximately 5,800. The total land area of the Town is approximately 0.6 square miles. This population is a varied mix of ethnicity and culture. The Town of Surfside encompasses the area from 87th Terrace to 96th Street, and it is situated between the City of Miami Beach and the Village of Bal Harbour.

The Town of Surfside operates a shuttle route that provides service within two blocks of every resident. The Surfside Shuttle operates weekdays from 7:30 a.m. to 5:16 p.m. and Saturdays from 8:00 a.m. to 1:30 p.m. This circulator route also serves the North Shore Library in Miami Beach.

Bal Harbour Village

Bal Harbour is a village in Miami-Dade County, Florida. The population in 2010 was approximately 2,500, according to the United States Census Bureau. The village has a total land area of approximately 0.3 square miles. Bal Harbour, Florida is located on the northern tip of the barrier island commonly referred to as Miami Beach. The main traffic corridor running south to north through Bal Harbour, as well as the Town of Surfside, is Collins Avenue, also known as Florida State Highway A1A.

The Bal Harbour Village Shuttle serves the commercial section of 96th Street, including Bal Harbour Shops and the residential condominiums and hotels along Collins Avenue. Each trip is extended with limited stops to Sunny Isles Beach and Aventura Mall. The shuttle route runs from 9:00 a.m. to 5:00 p.m. Sunday through Thursday and from 9:00 a.m. to 9:00 p.m. on Friday and Saturday.

Bay Harbor Islands

Bay Harbor Islands is a town in Miami-Dade County, Florida. The population was approximately 5,600 according to the 2010 census and it has an approximate total land area of 0.4 square miles. It is separated from the mainland by Biscayne Bay, with which it is connected via the Broad Causeway. On the mainland side, Bay Harbor Islands is bordered by the city of North Miami, while to the east it borders with the Village of Bal Harbour and the Town of Surfside; to the south lies the exclusive Indian Creek Village.

The Bay Harbor Islands Town Minibus operates from 9:00 a.m. to 5:00 p.m. Monday through Friday. This shuttle service serves the residential areas of both islands with an extension to stops in North Miami including Costco.

Community Coordination

Surfside, Bal Harbour, and Bay Harbor Islands provide no fare (free) shuttle bus service to their passengers. All three shuttle routes have a common transfer point at the Surfside Publix located at

94th Street and Harding Avenue. The three communities have collaborated on the preparation of a colorful, high quality brochure showing the route alignments and stops of all three shuttles and detailed schedules of each service.

PROJECT OBJECTIVES

The Town of Surfside, Bal Harbour Village, and Bay Harbor Islands' provide mobility to its residents and visitors connecting them to municipal offices, libraries, and popular shopping. However, there is a need for revising the current transit service to a more efficient and cost-effective system that provides better service to all three communities. An efficient transit system should provide mobility through reliable, safe, comfortable, and accessible service to its residents and visitors. The main objective of this project is to develop a more efficient and cost-effective public transportation operation in Surfside, Bal Harbour, and Bay Harbor Islands that better meets the mobility needs of residents and visitors. The focus will also be on identifying improvements at no additional cost for the municipalities.

To achieve this, the FIU research team conducted a series of tasks that included meeting with staff and other officials, collecting data and information, conducting a community outreach meeting, analyzing the data and information, and preparing the final report.

DATA COLLECTION

This task provides useful information for the next tasks of this project. The FIU team conducted passenger on-board surveys of the three shuttle services. In addition, the team collected manual passenger counts of each shuttle route to determine ridership and productivity of service. Data were collected as follows:

- On-board self-administered survey of current riders on each shuttle route. Surveys were prepared in English and Spanish and were distributed and collected by FIU staff. Nearly all trips were surveyed. The survey questions were shared with each municipality for review prior to printing the survey forms.
- Ridership by trip and bus stop as well as schedule performance were collected on forty trips, weekday, Saturday, and Sunday, of the three shuttle routes.

All the information and survey data provided by each municipality for this project was collected, analyzed, and considered in the proposed redesign of the Shuttle service and recommendations in this report.

Appendix A contains the blank on-board surveys (in English and Spanish) that were used to collect data for all three municipalities.

COMMUNITY OUTREACH

In coordination with the three municipalities, the research team participated in a community meeting that took place on February 27 at the Surfside City Hall. The meeting was conducted for residents and stakeholders, so that they could provide feedback regarding the needs and potential improvements of the different shuttle services. The following were the main items discussed at the community meeting:

- In general, users are satisfied with the service.
- The cost of the shuttles was discussed.
- Those in attendance were interested in on-demand service; although one attendee was concerned that the low speed vehicles being considered was not conducive for the elderly.
- Low ridership and schedule performance were brought up by two attendees.

An additional meeting between FIU staff and Citizens' Independent Transportation Trust (CITT) as well as the Department of Transportation and Public Works (DTPW) took place to discuss funding opportunities, existing ordinances, and related transit service requirements. The following were the main items discussed at these meetings:

- Compliance with current ordinances including the requirements for fixed route circulators and on-demand service.
- Current Funding.
- Alternatives to current shuttle services.
- Opportunities for Pilot/Demonstration Projects such as FDOT's Service Development grant.
- Significant modifications to current service requires an amendment to existing interlocal agreements.

SURVEY DATA ANALYSIS

This section presents the data analysis task. The data and information collected from the previous tasks and will be used in the preparation of the proposed system improvements. It analyzes the data and information of each municipality including on-board surveys, ridership data, information provided by the municipalities, and feedback from the community meeting and project management team. To better organize this section, data analysis was divided in segments, one per each municipality.

Town of Surfside

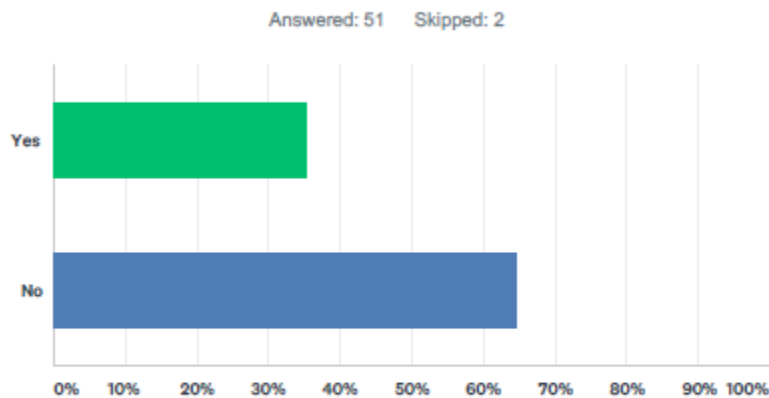
For the Town of Surfside, both on-line and on-board surveys as well as ride checks were conducted. The online survey to the general public was conducted by the Town of Surfside. The on-board survey and ride checks were conducted by the FIU team. The following figures present the results from the surveys:

Online Survey

The Town of Surfside conducted an online survey to get feedback from the residents regarding the current Shuttle system. The survey was targeted to the whole community, whether they use the Shuttle or not.

The following graphs present the results from the online survey. As depicted in Figure 1, 35% of the survey participants indicated that they use the Surfside Shuttle. This shows that there is a good number of the community members that use the transit service offered by the Town of Surfside.

Q1 Do you or anyone in your household use the Surfside shuttle? (If you answered "no," please jump to question #3)



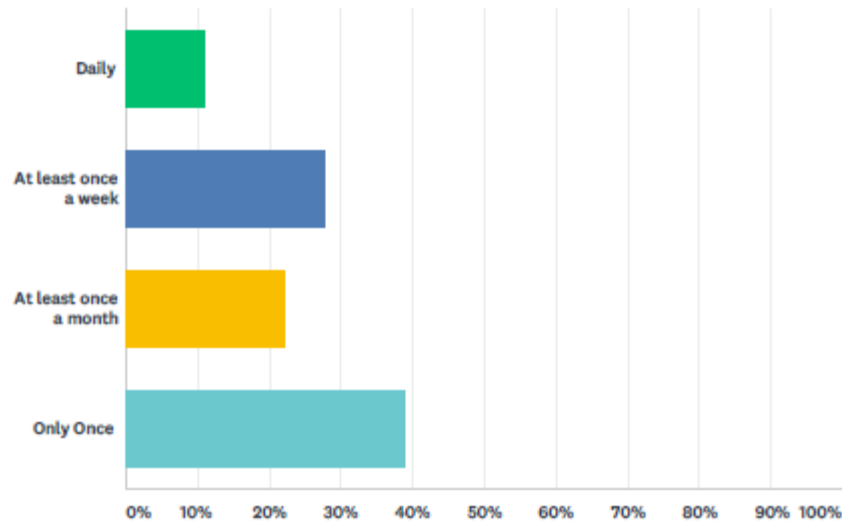
ANSWER CHOICES	RESPONSES
Yes	35.29% 18
No	64.71% 33
TOTAL	51

Figure 1 Usage of the Surfside Shuttle

Figure 2 depicts the frequency of usage of the Surfside Shuttle service. This shows the level of activity of the users of the Shuttle: approximately 11% use it daily, 28% weekly, 22% monthly, and 39% at least once. In other words, 39% of the riders use the shuttle system at least once a week and the majority (61%) at least once a month.

Q2 If you answered “yes” to question 1, how often do you or a member(s) of your household ride the Surfside shuttle?

Answered: 18 Skipped: 35



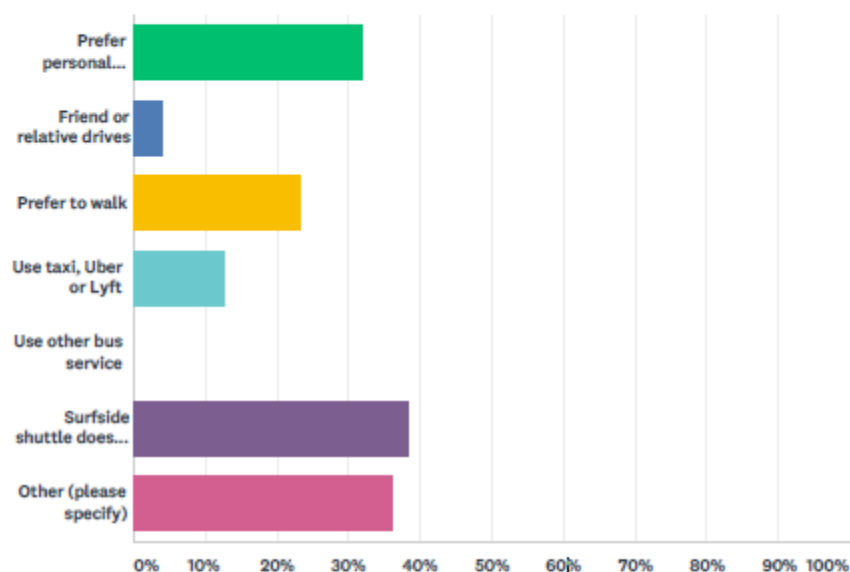
ANSWER CHOICES	RESPONSES	
Daily	11.11%	2
At least once a week	27.78%	5
At least once a month	22.22%	4
Only Once	38.89%	7
TOTAL		18

Figure 2 Frequency of Usage of Surfside Shuttle

As depicted by Figure 3, for those who do not ride the shuttle, the primary reasons they do not ride the shuttle is that they prefer to use a personal vehicle (32%), prefer to walk (23%), or the shuttle does not take them where they want to go (38%).

Q3 If you answered “no” to question 1, why do you not use the Surfside shuttle? Check all that apply.

Answered: 47 Skipped: 6



ANSWER CHOICES	RESPONSES	
Prefer personal vehicle	31.91%	15
Friend or relative drives	4.26%	2
Prefer to walk	23.40%	11
Use taxi, Uber or Lyft	12.77%	6
Use other bus service	0.00%	0
Surfside shuttle does not take me to where I want to go	38.30%	18
Other (please specify)	36.17%	17
Total Respondents: 47		

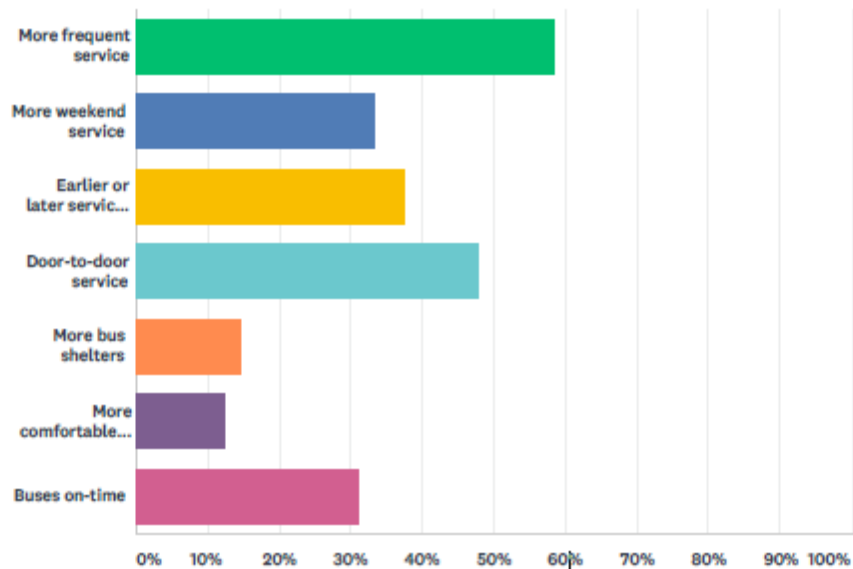
Figure 3 Reasons for Not Using the Surfside Shuttle.

Question 4 (Figure 4) asks what improvements would attract the community to use the Surfside Shuttle. Respondents answered that the main improvements they would like is more frequent service (58%) and door to door service (48%). Other responses earlier and later service (38%), weekend service (33%), and buses on-time (31%). Note that the survey participants were allowed to answer more than one response, so the percentages do not add up to 100%. The following are the most valued improvements, in priority ranking:

- More frequent service
- Door-to-door service
- Earlier or later service
- More weekend service
- Buses on-time

Q4 Whether you have used the Surfside shuttle or not, which of the improvements below would encourage you and those in your household to use the Surfside shuttle or to ride it more often? Check all that apply.

Answered: 48 Skipped: 5



ANSWER CHOICES	RESPONSES	
More frequent service	58.33%	28
More weekend service	33.33%	16
Earlier or later service hours	37.50%	18
Door-to-door service	47.92%	23
More bus shelters	14.58%	7
More comfortable buses	12.50%	6
Buses on-time	31.25%	15
Total Respondents: 48		

Figure 4 Improvements to Attract Potential Riders

Figure 5 depicts the places they would like the Shuttle to travel to. The following are the top seven destinations:

- Costco
- Miami Beach
- South Beach
- Aventura Mall
- Mount Sinai Hospital
- Sunny Isles
- CVS/Walgreens

Q5 Please list what other places you would like the shuttle to travel to?

Answered: 35 Skipped: 18

#	RESPONSES	DATE
1	past collins and 96th st and 96th and harding to the 87th st and collins shuttle that goes to south beach	1/24/2019 9:07 AM
2	closer to the playgrounds near the western part of town	1/23/2019 8:25 PM
3	House to Supermarket, banks, CVS, etc. Better routes	1/23/2019 4:43 PM
4	Haulover Park, 125 and Biscayne. 71 to Normandy fountain.	1/23/2019 11:56 AM
5	Community centre - North shore to use the centre and also to connect to downtown shuttles. It would only mean that the shuttle went 1-2 more blocks south. It is a superb service	1/17/2019 10:41 PM
6	Stillwater Park & 85th st., 72nd street, Haulover park.	1/17/2019 7:36 PM
7	Leave from Publix on the half hour and hour, have a specific rout, but allow the driver to go off his rout to let off passengers at their homes, and then return to the rout. I did this when driver of the bus in Surfside over 20 years ago, and everyone was happy and satisfied with the bus service. At the moment the bus is a waste of time and money.	1/13/2019 10:31 AM
8	Biscayne and 123rd St Mount Sinai Medical Center If possible Aventura Mall	1/6/2019 6:42 PM
9	I think up to at least mid miami beach...and Up to BBC FIU campus on 150 Biscayne	1/6/2019 4:27 PM
10	Bal Harbour, Bay Harbour.	1/6/2019 11:57 AM
11	Miami Beach	1/6/2019 10:14 AM
12	Costco	1/5/2019 11:31 PM
13	The elementary school.	1/5/2019 5:22 PM
14	To the airport, to South Beach.	1/5/2019 2:39 PM
15	No need to have 3 shuttles in Surfside. Waste of taxpayer \$\$\$	1/5/2019 12:35 PM
16	Publix Surfside, North Beach Yard (once it opens), Bal Harbour Shops, Ruth K Broad school	1/5/2019 9:49 AM
17	we live at 96th and Collins and would probably use the service if it travelled to South Beach, Aventura Mall, and Sunny Isles	1/5/2019 7:56 AM
18	Citibank, Ritz Carlton Hotel, Surf Club/Four Seasons Hotel and restaurants and doctors offices in Kane Concourse	1/4/2019 8:10 PM
19	Winn-Dixie. Aldies Costco	1/4/2019 7:12 PM
20	Costco on weekends	1/4/2019 6:34 PM
21	Lincoln road, arts center, haulover park	1/4/2019 6:31 PM
22	major malls and theaters	1/4/2019 6:13 PM
23	None	1/4/2019 5:27 PM
24	Walgreens	1/4/2019 5:19 PM
25	Downtown	1/4/2019 5:11 PM
26	Downtown Miami, Aventura Mall, Miami Beach, Nearby Parks and Theater centers	1/4/2019 4:54 PM
27	Directly from Surfside to South Beach, Wynwood, Downtown, or Midtown and back.	1/4/2019 4:45 PM
28	coctoo	1/4/2019 4:32 PM
29	Current Itinerary is not divulged	1/4/2019 4:08 PM
30	The shuttle should travel to Sunny Isles	1/4/2019 3:30 PM

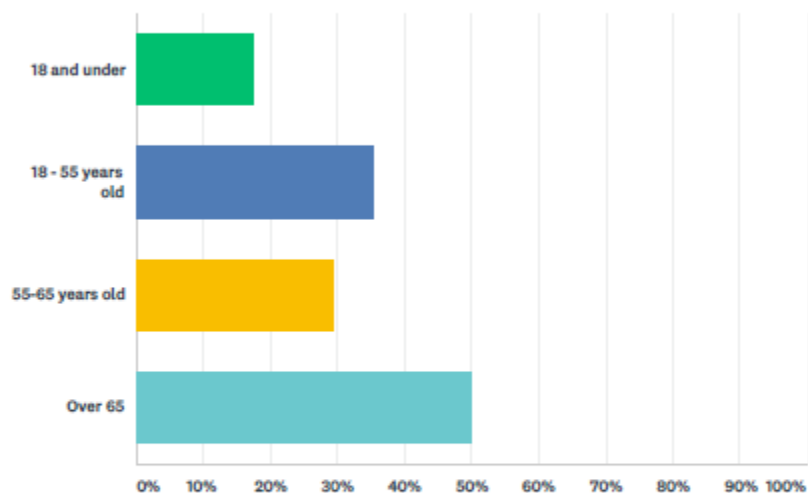
31	biscaya drive	1/4/2019 3:12 PM
32	Haulover park on Tuesday nights.	1/4/2019 3:05 PM
33	The shuttle should be used to carpool Surfside kids to and from ruth k broad. And perhaps to whole foods or Milam's. The shuttle could wait 1hr while residents shop then bring them back. It should also be used to take residents to different Surfside events/activities like the holiday party, halloween, easter, veterans day, etc.	1/4/2019 2:43 PM
34	Mount Sinai Hospital	1/3/2019 2:56 PM
35	Street ends along the ocean. Ocean Terrace/North Beach Band Shell and Normandy Circle in Miami Beach.	1/2/2019 5:06 PM

Figure 5 List of Places People would like the Shuttle to Go

In regards to the age of the persons who use the shuttle bus, the vast majority are age 55 and older, with people over 65 as the largest segment (Figure 6). This is important, as it helps the Town of Surfside focus on this segment of the population.

Q6 What ages in your household use the shuttle bus? Check all that apply.

Answered: 34 Skipped: 19



ANSWER CHOICES	RESPONSES
18 and under	17.65% 6
18 - 55 years old	35.29% 12
55-65 years old	29.41% 10
Over 65	50.00% 17
Total Respondents: 34	

Figure 6 Ages of Surfside Riders

Question 7 requested comments and a wide range of excellent suggestions were received from respondents as presented in Figure 7.

Q7 Do you have any comments?

Answered: 29 Skipped: 24

#	RESPONSES	DATE
1	Shuttle currently services only Collins hotels and condos. Many houses are half mile walk away from the route. That's about the same distance as 89th to 96th. Honestly, I am very curious to see who wants to use the shuttle. Seniors? Children? Tourists? Residents? It certainly deserves a cost/benefit review.	1/23/2019 8:25 PM
2	I disagree using our money to pay a shuttle that goes on Collins for tourists or I don't know who is using that service. The routes of the shuttles I have been seeing are not the best!	1/23/2019 4:43 PM
3	It drives by my house and is so convenient! But when I go to downtown Surfside/Bal Harbour Shops I prefer to walk. Would love for it to go to places I mentioned.	1/23/2019 11:56 AM
4	Yes - It is a wonderful system and more people should be encouraged to use it. We do find the starting times at Publix to always be on time but some drivers come past the library much too early and race their schedule. We would also like to see more accurate times for Biscayne Blvd return trips. Thank you to everyone who puts on such a great service and do encourage many more to use it for their point to point transportation. We would like to see children and teenagers using this safe means of transportation. Thank you for the survey	1/17/2019 10:41 PM
5	More or the smaller open air mini shuttles should be implemented.	1/17/2019 7:36 PM
6	Need more info about this shuttle service	1/14/2019 12:54 AM
7	Please note my comments on #5	1/13/2019 10:31 AM
8	Yes the shuttle service is helpful perhaps it can coordinate ate times to overlap in certain locations with Bsy Hsrbor and Bal Harbour services	1/6/2019 6:42 PM
9	We don't use the service but would like to, What is the schedule and the authorized stops? Thanks ans tegards	1/6/2019 4:27 PM
10	Thank you for asking and continuously striving to improve.	1/6/2019 10:14 AM
11	I would use the shuttle mire often if it would ride further, to the airport or to South Beach... The itinerary is a bit too limited currently.	1/5/2019 2:39 PM
12	The small electric shuttle working in town this month seems to make way more sense. I hardly ever see anyone on the Surfside Shuttle. I would be very interested in knowing what the cost per ride/rider is for our shuttle. Also if the Miami Beach Shuttle (Collins express) came further into surfside that would be very handy.	1/5/2019 1:48 PM
13	See above comments. Shuttles need to go.	1/5/2019 12:35 PM
14	I think the Shuttle Bus is a wonderful idea. However, I know very little about where you board, what time it operates, and where you can go on it.	1/5/2019 12:16 PM
15	Can you create an app that allows us to summon the shuttle and give exact ETA?	1/5/2019 9:49 AM
16	where do I find the bus routes	1/5/2019 7:56 AM
17	Please improve the shuttle service and coverage of routes and we will use it more frequently. Kane Concourse doctors offices and restaurants and Ritz Carlton/ Your Seasons hotel would be a great plus!!! Thank you.	1/4/2019 8:10 PM
18	I seldom see the shuttle	1/4/2019 6:34 PM
19	a shuttle service may be valuable when residents have visitors who could use the service	1/4/2019 6:13 PM
20	Shuttle bus service is waste of money. The town can buy and use automated cars for transportation of Surfside residents and guests. The buses are empty most of the time.	1/4/2019 5:27 PM
21	Freebie is a better service	1/4/2019 5:19 PM
22	Love the Shuttle bus. This makes our Community unique. Shuttle bus ride close to Hospitals is highly desirable.	1/4/2019 4:54 PM

23	Discontinue and save the money unless improved as per my comment above	1/4/2019 4:45 PM
24	It is difficult to climb the bus. Please make the climbing easier: lower the high of the shuttle bus.	1/4/2019 4:43 PM
25	Chiam is a great driver	1/4/2019 4:32 PM
26	More frequent and more promotion of the itineraries and services	1/4/2019 4:08 PM
27	Surfside is a beautiful and safe neighborhood but we have lots of elderly people that don't have a car and/or have difficulty walking. We need to keep this in our mind. I do think that the shuttle is a great accomplishment by the Town.	1/4/2019 3:30 PM
28	what is the cost of the service to the city as well as the total cost	1/4/2019 3:12 PM
29	The bus looks too busy with the advertising. None of the other shuttle buses have that.	1/3/2019 2:56 PM

Figure 7 Surfside Riders' Comments

Bal Harbour Village also posted an on-line survey for their residents; however, there were only six respondents which are insufficient for any kind of reasonable analysis.

On-Board Survey

The following charts present the results of the Surfside Shuttle on-board survey conducted by the FIU team.

Figure 8 clearly shows that the majority (69%) of the survey participants use the Shuttle because it is convenient. Other reasons (15%) are because they don't drive or because the Shuttle is economical.

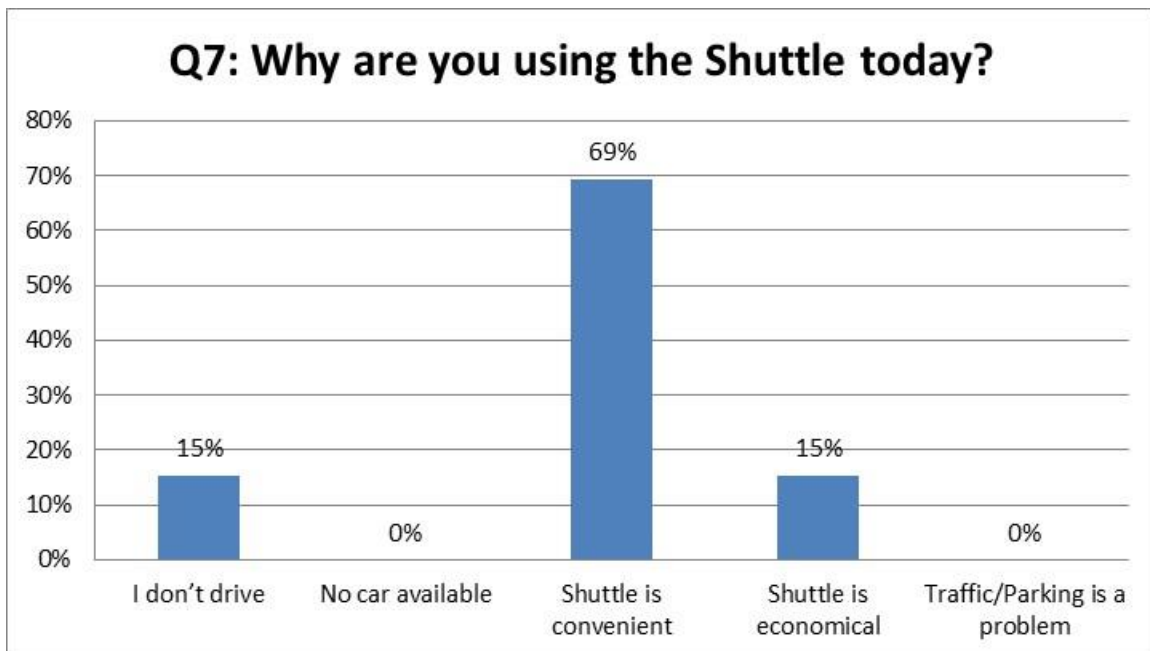


Figure 8 Reasons for using the Surfside Shuttle.

To the question of how often they ride the Shuttle (Figure 9), 81% of the riders said that they ride the Shuttle at least once a week. This shows the loyalty of the riders who continue using the Shuttle on a regular basis.

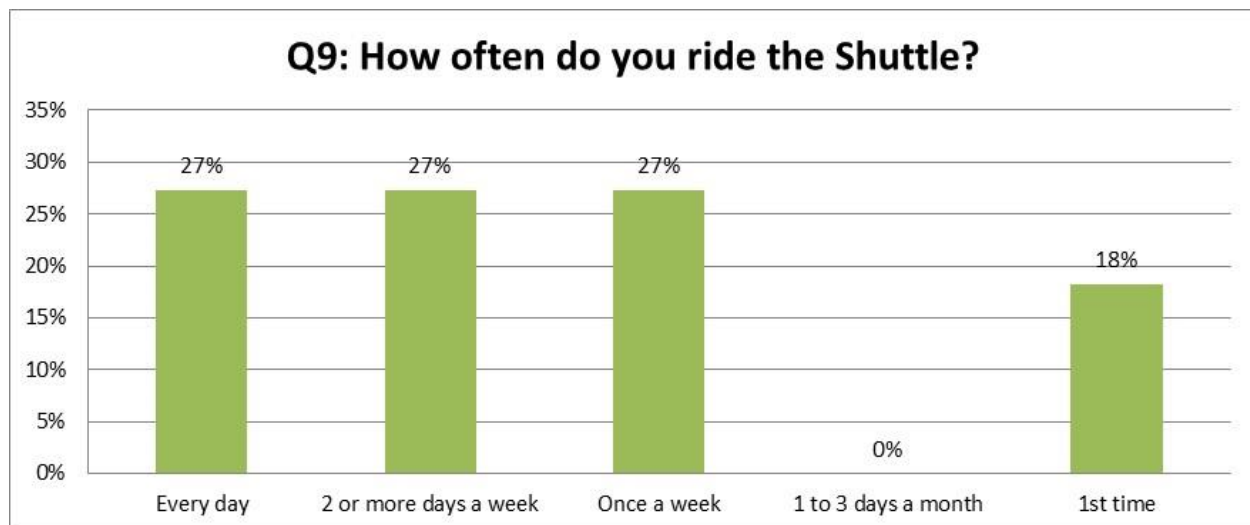


Figure 9 Frequency of Usage of the Surfside Shuttle.

Figure 10 presents a chart with the rating of the system. This type of chart can help get a sense of areas that function well and areas that need to be improved. For example, driver friendliness is valued highly among the riders. In general, according to the on-board survey, the surveyed riders gave the good or very good ratings to the Surfside Shuttle.

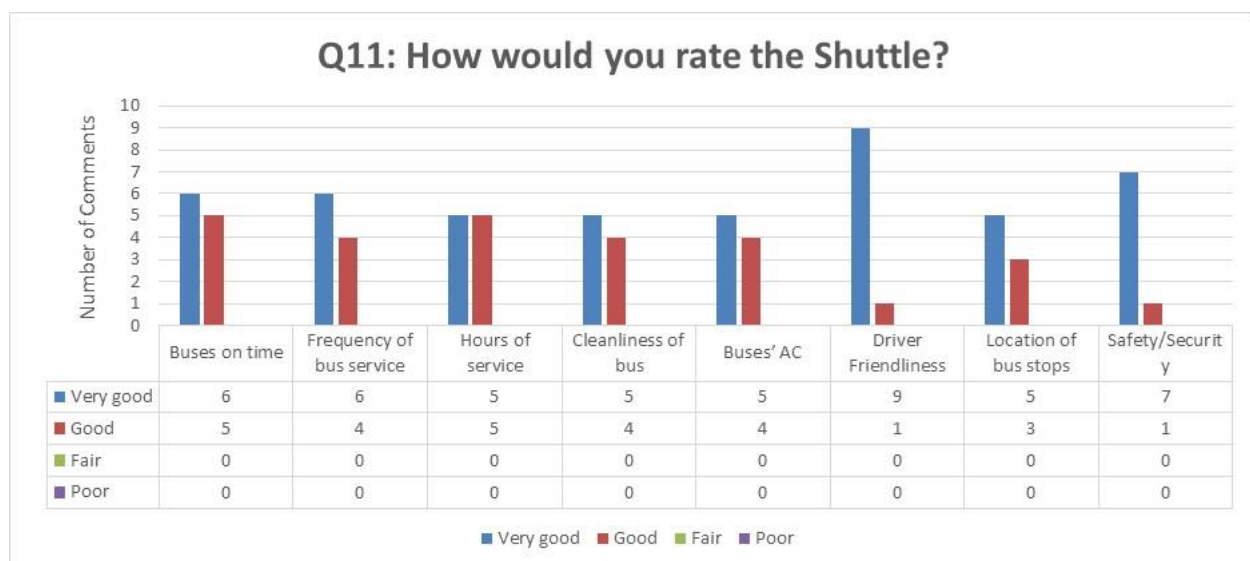


Figure 10 Rating of the Shuttle system.

With survey question 12, riders were asked to select the three most important improvements for the shuttle. This is presented in Figure 11. Although the participation was rather low, the top improvements include more frequent service, extension to other locations, and provide more stops.

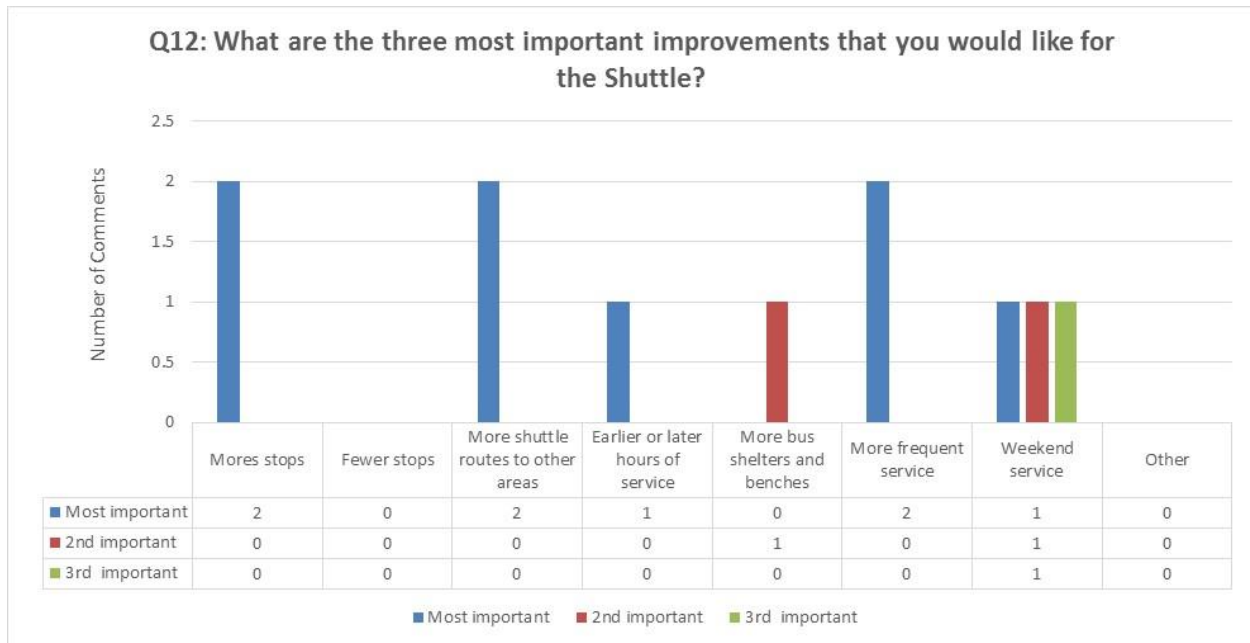


Figure 11 Most Important Shuttle Improvements.

As expected, Figure 12 shows that the majority of the Shuttle riders (78%) were 55 years of age and older and 56% were over 65. The results are somewhat similar to the Surfside online survey.

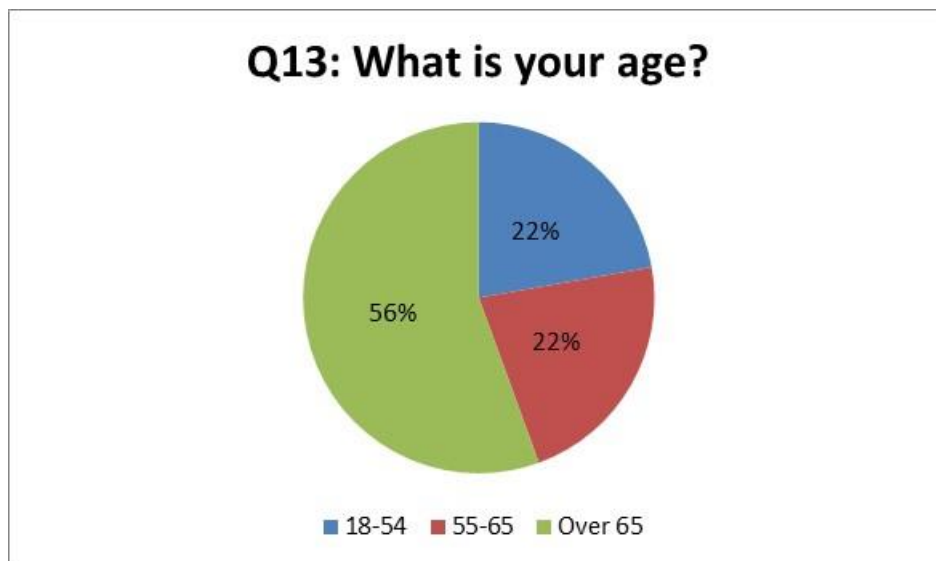


Figure 12 Ages of Current Riders.

Bal Harbour Village

The following figures present the results from on-board passenger survey.

On-Board Survey

Figure 13 shows that 43% of the survey participants use the Shuttle because it is convenient. Other reasons are because they don't drive (23%) or because the Shuttle is economical (14%).

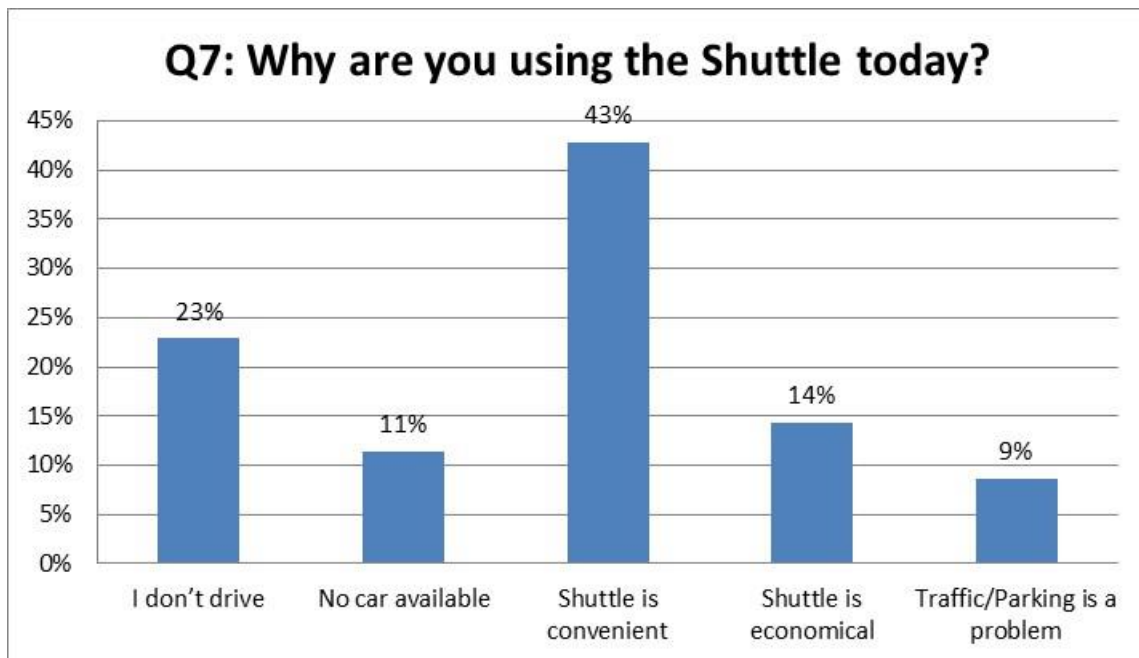


Figure 13 Reasons for using the Bal Harbour Shuttle

To the question of how often they ride the Shuttle (Figure 14), 92% of the riders said that they ride the Shuttle at least once a week. This shows the loyalty of the riders who continue using the Shuttle on a regular basis.

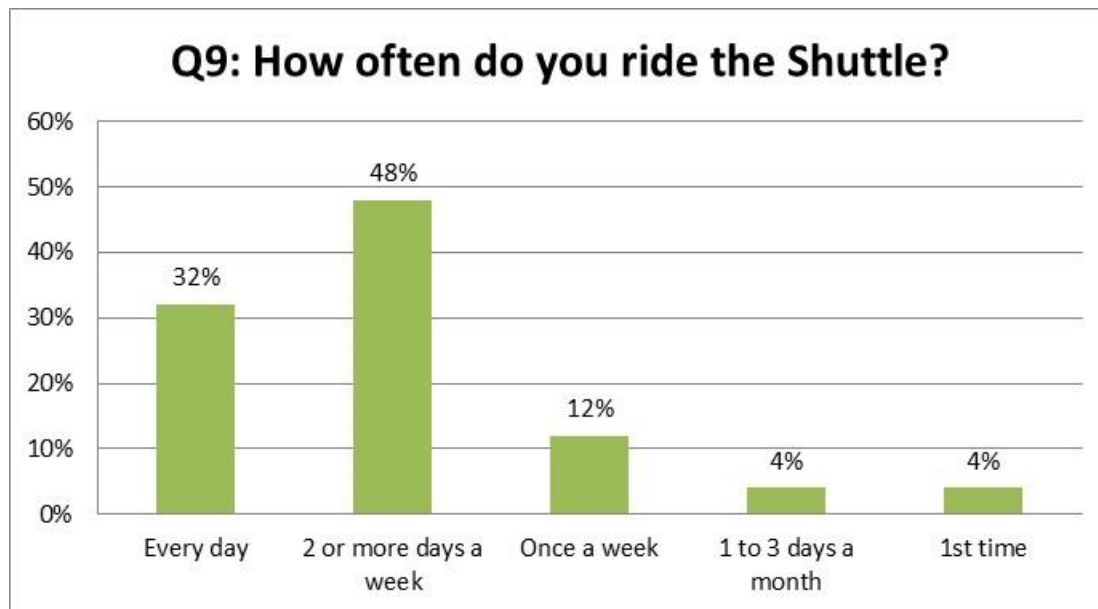


Figure 14 Frequency of Usage of the Bal Harbour Shuttle

Figure 15 presents a chart with the rating of the system. This type of charts can help get a sense of service areas that function well and the areas that need to be improved. Buses on time, Safety/Security, and Driver friendliness are valued highly among the riders. In general, according to the on-board survey, an overwhelming majority of the surveyed riders gave good or very good ratings to the Bal Harbour Shuttle.

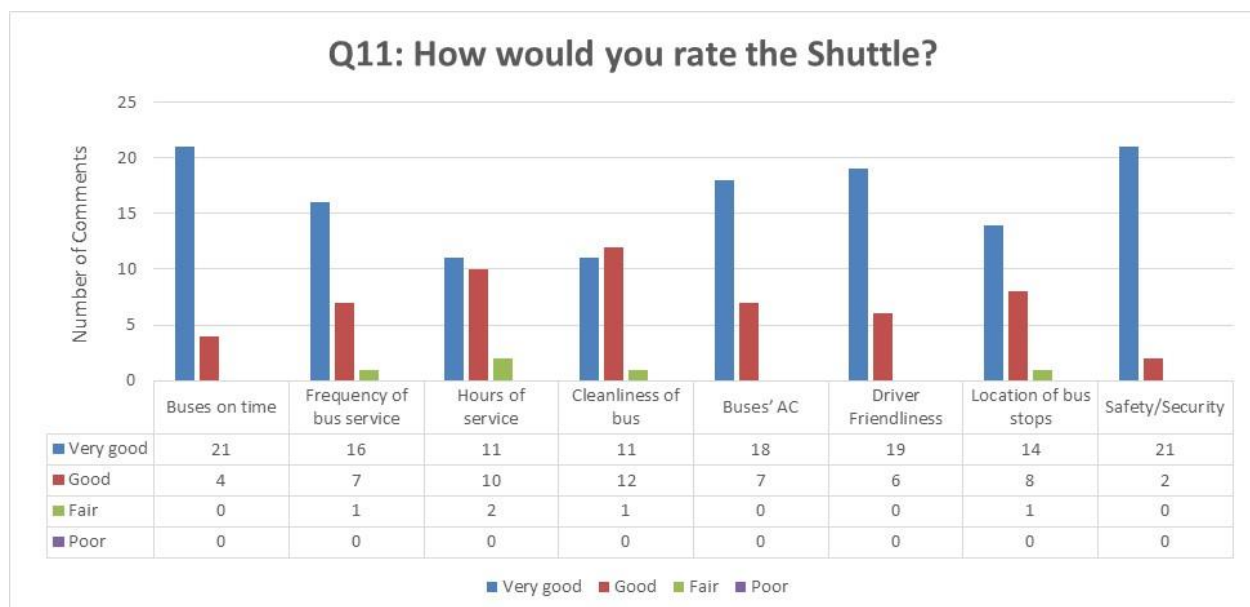


Figure 15 Rating of the Shuttle system.

According to survey question 12, riders were asked to select the three most important improvements, see Figure 16. The top improvements include earlier or later hours of service, more

shuttle routes to other areas, and weekend service. Other improvements include more frequent service and adding more stops.

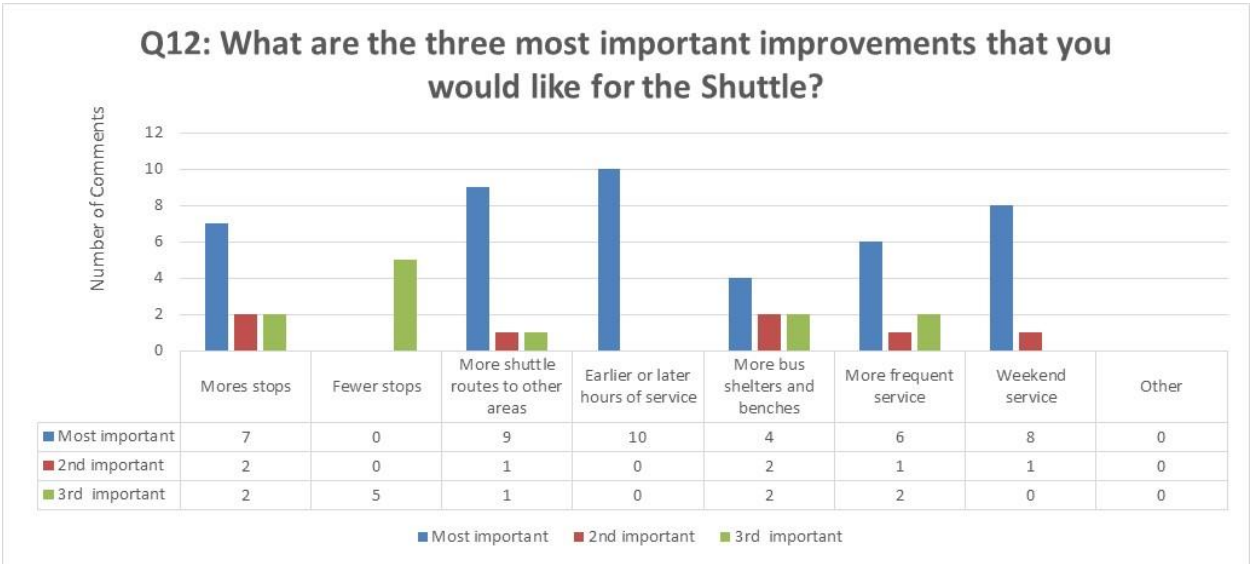


Figure 16Most Important Shuttle Improvements.

Figure 17 shows that the majority of Shuttle riders (60%) are younger than 55 years of age. This survey result indicates that the riders of the Bal Harbour Shuttle are younger than the ones from the other two municipalities.

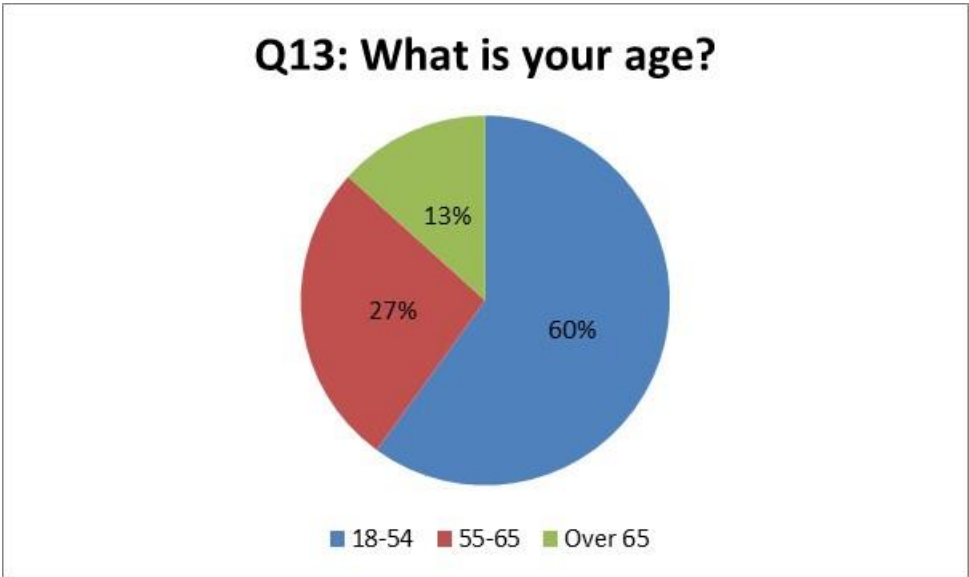


Figure 17 Ages of Current Riders

Bay Harbor Islands

The following figures present the results from passenger on-board survey.

On-Board Survey

Figure 18 shows that 41% of the survey participants use the Shuttle because it is convenient. Other reasons are because they don't drive (31%), there is no car available (21%), or the Shuttle is economical (8%).

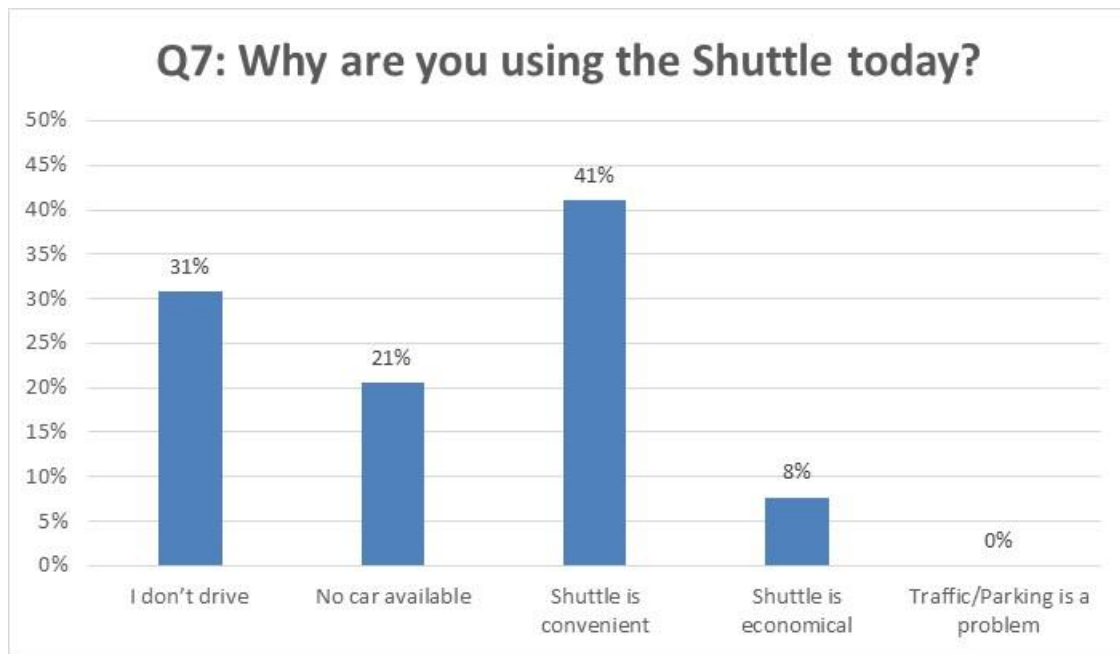


Figure 18 Reasons for using the Bay Harbor Islands Shuttle.

To the question of how often they ride the Shuttle (Figure 19), 82% of the riders said that they ride the Shuttle at least once a week. This shows the loyalty of the riders who continue using the Shuttle on a regular basis.

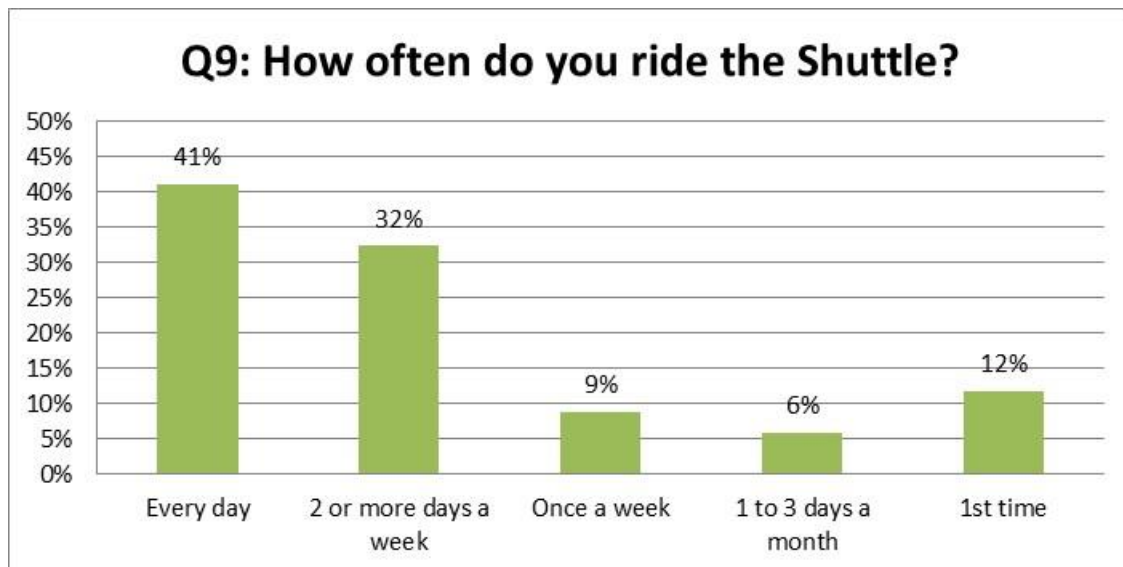


Figure 19 Frequency of Usage of the Bay Harbor Islands Shuttle.

Figure 20 presents a chart with the rating of the system. This type of charts can help get a sense of areas that function well and the areas that need to be improved. For example, driver friendliness is valued highly among the riders. In general, according to the on-board survey, most of the surveyed riders gave the good or very good ratings to the Bay Harbor Islands Shuttle.

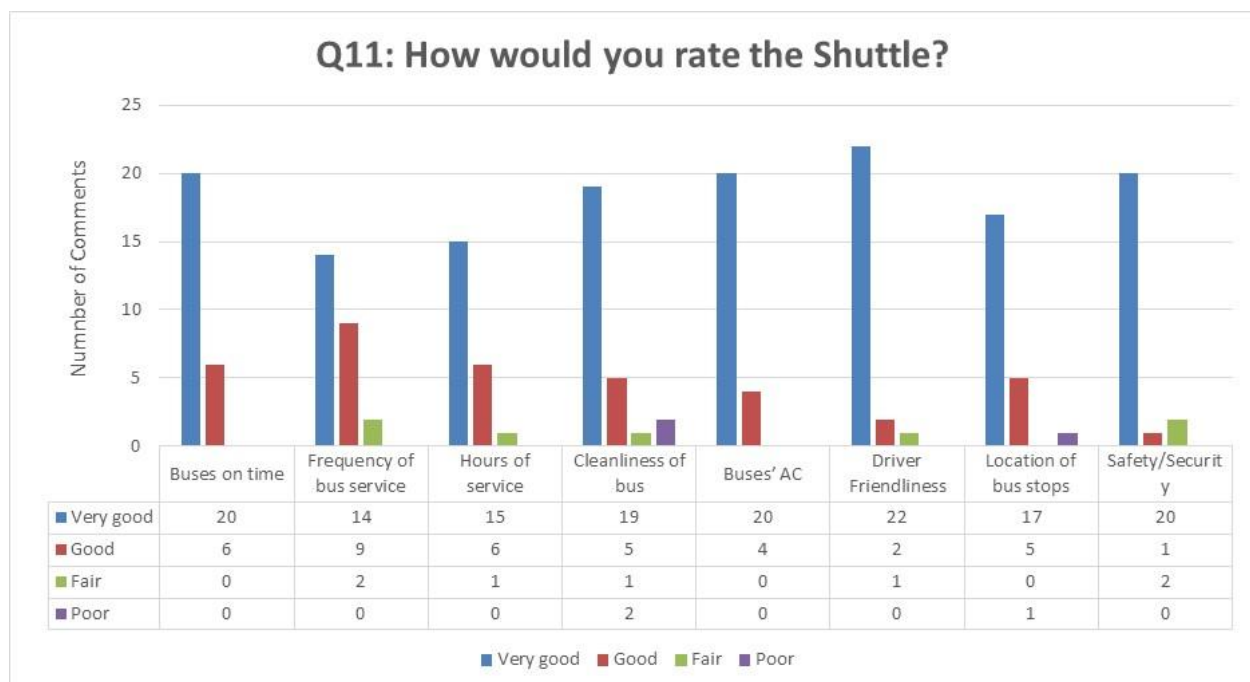


Figure 20 Rating of the Shuttle system.

According to survey question 12, riders were asked to select the three most important improvements, see Figure 21. The top improvements include weekend service, more shuttle routes

to other areas, and more frequent service. Other improvements include adding more stops and earlier or later hours of service.

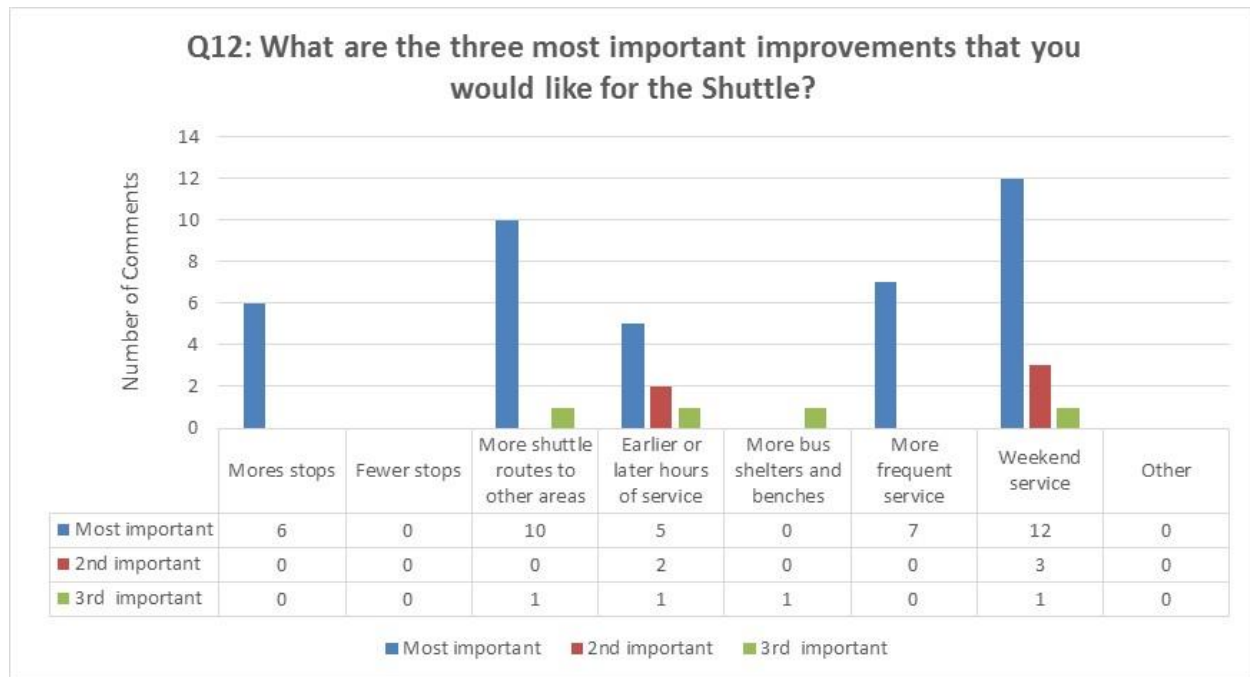


Figure 21 Most Important Shuttle Improvements.

As expected, Figure 22 shows that the more than half of the Shuttle riders (53%) were 55 years of age and older and 32% were over 65. The results show that the age of the Bay Harbor Islands riders were somewhat between the age of the Surfside and Bal Harbour riders.

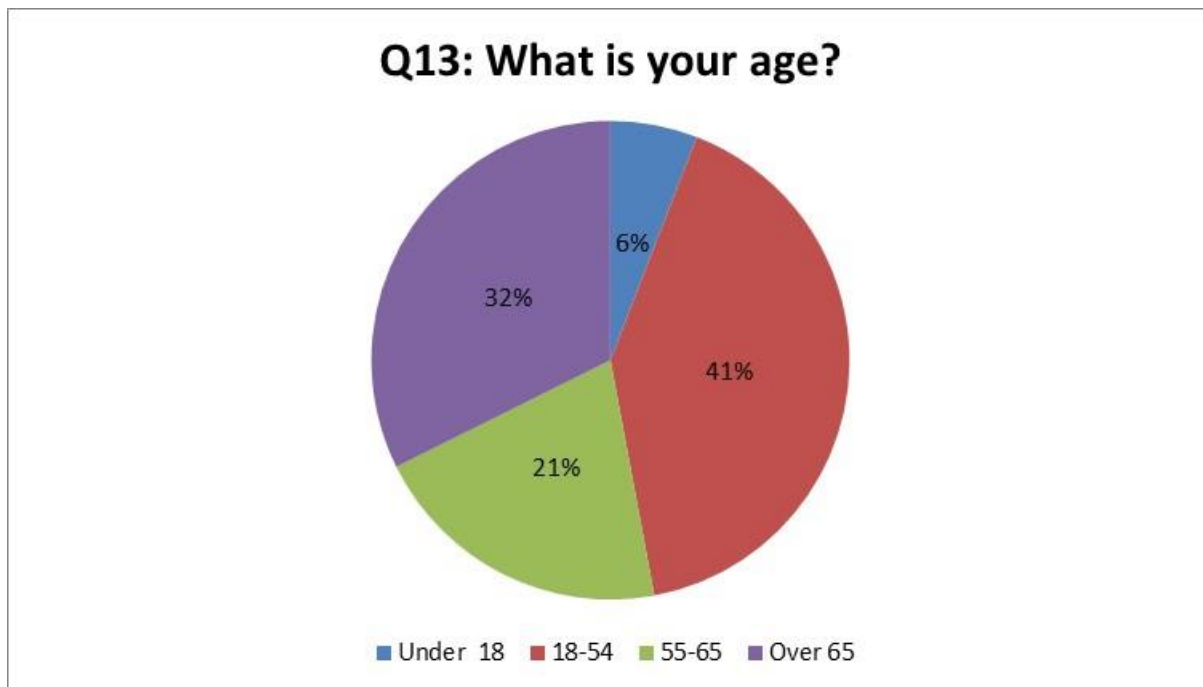


Figure 22 Ages of Current Riders.

RIDERSHIP ANALYSIS

Ridership data from both the FIU Team ride checks and the records collected by the contractors of the shuttle services were analyzed. Highlights of this data analysis are presented for each shuttle route.

Surfside Shuttle

Based on the contractor's January, 2019 passenger counts, rider boardings and boarding per hour are as follows:

	<u>Avg. Boardings/Day</u>	<u>Avg. Boardings/Hour</u>
Weekday	92	9.5
Saturday	54	5.6

A study performed by Kimley-Horn titled "Guidelines for Transit Programs in Miami-Dade County" in 2016 recommended the baseline threshold of Boardings per Service Hour to be 6.9. The Surfside Shuttle weekday performance meets this threshold, but the Saturday service does not.

The busiest stops on the Surfside Shuttle are the Surfside Publix on 94 Street, Stella Maris House (senior housing) in Miami Beach, and the North Shore Library in Miami Beach. Eighty-three percent of the ridership of the Surfside Shuttle either gets on or off the Shuttle at these three stops. The lowest ridership on the route is the residential area of single family homes west of Abbott

Avenue. Along busy Collins Avenue from the North Shore Library to 94 Street, ridership is moderate with about five boardings per day.

On the days the FIU team checked, there were no riders on the first morning trip for both weekdays and Saturday.

Bal Harbour Shuttle

Bal Harbour provides service seven days a week and on Fridays and Saturdays extends service until 9:00 p.m. Using ridership counts by the operators of the route, average daily boardings and route productivity in February, 2019 are as follows:

	<u>Avg. Boardings/Day</u>	<u>Avg. Boardings/Hour</u>
Monday – Thursday	26	3.1
Friday	25	2.1
Saturday	31	2.6
Sunday	34	5.1

Comparing the boardings per hour for the Bal Harbour Shuttle with the recommendation in the 2016 Kimley-Horn report referenced previously, the average ridership does not meet the recommended baseline threshold on any day of the week.

The Bal Harbour Shuttle operates nearly two-thirds of its route miles outside of their city limits. Based on the operator and rider checks for this project found that only 31% of the boardings or about nine per day are boarding the Shuttle within Village limits. The busiest stops on the Bal Harbour Shuttle are the Surfside Publix and Aventura Mall.

The survey team found that 20% of the total ridership travelling to and from Aventura Mall is getting on and off the Shuttle north of the Bal Harbour Village limits. Metrobus operates frequent service along Collins Avenue, so it can be surmised that these riders are taking advantage of the free service provided by the Shuttle.

Evening ridership on Fridays and Saturdays is very low with, at most, two or three riders per round trip. The last trip never carries a passenger.

Bay Harbor Islands Shuttle

The Bay Harbor Islands Shuttle has the highest daily ridership of the three shuttles with 81 boardings last June, 2018 and estimated 104 boardings in February, 2019.

	<u>Avg. Boardings/Day</u>	<u>Avg. Boardings/Hour</u>
Weekdays	104	13.2

The Bay Harbor Shuttle easily meets the boardings per hour threshold recommended by Kimley-Horn for municipal circulators.

About one-third of the ridership travels outside of town limits to and from North Miami. The bus stops on NE 123 Street and Biscayne Boulevard that serves a Walgreens have the most ridership of the mainland bus stops. Also served along the North Miami segment is the heavily commercialized stretch of Biscayne Boulevard along with the Biscayne commons shopping area and Target on NE 143 Street.

Nearly half of the total ridership board or disembark the Shuttle within the Town limits. The Surfside Publix is also a frequent destination of this route.

Very low ridership occurs on Broadview Island as only two riders (students) were observed using the Shuttle during the two days of surveying and counting riders by the FIU Team.

SERVICE ANALYSIS AND OBSERVATIONS

The FIU Team spent approximately 120 hours surveying, counting passengers, and observing the operation of the three shuttle routes. The current service is highly appreciated by the passengers and they gave the Shuttles high ratings for every service related characteristic of the on-board survey. Although the FIU Team also observed the satisfaction of the riders, there are also several deficiencies in the design, scheduling, and operation of the shuttle that affects the effectiveness of the service and also may be restricting ridership.

Surfside Shuttle

- The Surfside Shuttle operates approximately every 30 minutes in the morning and every 40 minutes in the afternoon. Schedule performance data and observations indicated that there is too much time in the schedules resulting in the bus running early at several time points and having to kill time at the Surfside Publix. Schedule performance of this route is related to the boarding and disembarking time of older passengers at Stella Maris House. However, the average weekday round trip time is 28 minutes in the morning and 32 minutes in the afternoon. The Saturday service which operates from 8:00 a.m. to 1:30 p.m. required an average of 22 minutes for each round trip.
- The route alignment that the driver followed was consistent with every trip but was not the same as what is shown in the Surf-Bal-Bay brochure. Although the Surfside Shuttle is to serve the bus stop on 95th Street next to the Post Office, the driver would turn a block short from Collins Avenue to 94th Street. If a passenger requested, the driver would then follow

the route to 95th Street.

- Surfside does not have bus stop signage although the stops are shown in the Surf-Bal-Bay brochure. In general, the operator would stop on hail or request along the route alignment west of Abbott Avenue. Along Collins Avenue, the Shuttle stopped to pick up or drop off passengers at existing Metrobus stops. The Collins Avenue bus stops do not include any decal or signage of being a Shuttle bus stop.
- There were suggestions in both the on-line and on-board surveys to extend the Surfside Shuttle further into Miami Beach. More feasible options are to transfer to a Metrobus Routes S and 115 or Miami Beach Trolley North Loop and Collins Express at the Harding and 87th Street sheltered bus stop.
- The regular bus driver of the Surfside Shuttle shared that he has received suggestions from riders to extend the Shuttle to the Walgreens at Collins and 73 Street. In addition, he has observed that ridership to/from Stella Maris House has declined from a year ago as younger residents are moving in with personal vehicles.
- The bus used on the Surfside Shuttle has adequate A/C, however, in serving Stella Maris the bus must travel through the parking lot with speed bumps. Going over the speed bumps is very loud and jarring to the riders perhaps due to poor shock absorbers.
- The Surfside Shuttle does not meet Section 31-102 of the County Code that requires at least 70% of the route to be within the municipality limits. Based on the current alignment, the Surfside Shuttle has approximately 61% of its route miles within the Town of Surfside.

Bal Harbour Shuttle

- The current route design of the Bal Harbour Shuttle has the bus entering all the driveways along Collins Avenue from 96th Street to the Haulover underpass. While this provides front door service for the residents and visitors, it adds an inordinate amount of travel time to the route. The schedule provides 17 to 25 minutes to travel the one mile from 96th Street to the Haulover underpass while entering all the driveways. An average of 8 passengers per day boards the Shuttle at the front door of the hotels and condos.
- The schedule of the Bal Harbour Shuttle is confusing and inefficient. Regular passengers may be familiar but tourists and new residents would find the schedule and route alignment quite complex. On each trip, the bus operates northbound on Collins Avenue into the driveways, returns back to the Surfside Publix on southbound Collins and Harding Avenues then returns northbound on Collins Avenue without serving the driveways unless a passenger on-board requests entry to a hotel or condo. The schedule shows no stops along northbound Collins Avenue from the Publix to Sunny Isles Beach. Upon returning from Aventura Mall, the southbound bus U-turns at 95th Street and the operator takes a break. After the break, the Bal Harbour Shuttle returns to northbound Collins Avenue entering all the driveways.

- The door-to-door feature of the Bal Harbour Shuttle along Collins Avenue is not compatible with the fixed alignment operation of this route and is most likely limiting the number of passengers using the Shuttle daily.
- If the Bal Harbour Shuttle continues to serve Aventura, realigning the route alignment, in both directions to U.S. 1 to serve the bus terminal, instead of using West Country Club Drive, should save about five minutes of travel time.
- The bus used for the Bal Harbour Shuttle is in very good condition.
- The Bal Harbour Shuttle does not meet Section 31-102 of the County Code that requires at least 70% of the route to be within the municipality limits. Based on the current alignment, the Bal Harbour Shuttle has 35% of its route miles within Bal Harbour Village.

Bay Harbor Islands Shuttle

- The route alignment and schedule of the Bay Harbor Islands Shuttle can be confusing to potential new riders. The first stop is Town Hall and the route loops through the two islands and heads back east to the Surfside Publix. Leaving Publix westbound, the Shuttle loops through Bay Harbor Island but does not serve Broadview Island on its way to North Miami. The map and schedule brochure does not adequately describe how this Shuttle route alignment is designed. However, there seemed to be minimal confusion although some passengers asked the driver which way he was going.
- The route operates along Biscayne Boulevard southbound from Costco/Target/Publix in the inside lane and does not pick up riders, therefore, passengers must board a northbound trip to return to Bay Harbor Islands. The bus operator takes a 40 minute lunch break at Costco/Target/Publix at 12:49 p.m. so any passengers boarding to return to Bay Harbor Islands must wait through the lunch break.
- As mentioned in the Ridership Analysis, the route rarely picks up or drops off a passenger in Broadview Island and could save about 10 minutes round trip without the Broadview Island loop. The average walking time from the 96th Street stop to the far end of the north Broadview Island would be 10 minutes. The south Broadview Island would have a maximum walking time of five minutes. This change also would make the route easier to understand.
- Although there are some marked bus stops in Bay Harbor Islands, most of the riders hail or request the bus to stop.
- The Bay Harbor Islands Shuttle does not meet Section 31-102 of the County Code that requires at least 70% of the route to be within the municipality limits. Based on the current alignment, the Bay Harbor Islands Shuttle is just barely below the threshold with 65% of its route miles within the Town of Surfside.

PROPOSED SERVICE MODIFICATIONS

Based on the data and ridership analysis, the FIU team developed a series of potential alternatives that includes the service plans, headways, span of service which should be in the same range as the current operating cost. The proposed options were submitted to the project management team prior to completion of the final report. For each service alternative, schedule information and recommendations for operation were provided. Based on their feedback, three alternative services were selected by the project management team. Each of these three plans includes a map, detailed description, and the advantages and disadvantages for each alternative. An additional alternative was added by the research team that combines alternatives 1 and 2.

Alternative 1: Modified Shuttle Service

This section presents the proposed modifications to the current Shuttle service of the Town of Surfside, Bal Harbour Village, and Town of Bay Harbor Islands. It considers information gathered from previous tasks and pays particular attention to an efficient operation of the shuttle system, including improved route alignments and better scheduling.

Based on the feedback from the three municipalities, Figures 23, 24, and 25 show the proposed route alignments for the three municipalities. Appendix C contains the suggested schedule information for each shuttle route.

Surfside Shuttle

The following notes present the main considerations for the route alignment and schedule modification:

- Adjust the schedule to every 30 minutes as there is too much time with the current schedule.
- Add bus stops along Collins Avenue to serve the hotels and condominiums including signage or decals at existing County bus stops especially along Collins and Harding Avenues. New bus stops on Collins Avenue are suggested at 89th Street in front of the Mirage and 92th Street before the Manatee to fill in the gaps of existing Metrobus stops.
- Adjust the Saturday span of service to 9:00 a.m. to 2:30 p.m. Ridership is extremely low before 9:00 a.m.
- There is very little ridership in the ‘interior’ of Surfside. Rather than zig-zagging through this area, it is recommended to use Dickens or Carlyle Avenues between 93rd Street and 88th Street. This would save a couple of minutes and still provide service within walking distance (1/4 mile) of any riders in this area.
- With a library in Bay Harbor Islands, deleting the route segment from the Town line to the North Shore Library is recommended. The Surfside Shuttle could be extended to the Bay

Harbor Islands Library and still run a 30 minute headway. The Surfside route could travel as far south as 85th Street from Harding to Collins Avenue which would allow a connection to the Miami Beach Trolley at Harding and 87th Street. Those wishing to go to the North Shore Library can transfer to Metrobus or the Miami Beach Trolley.



Figure 23 Modified Surfside Route

Bal Harbour Shuttle

The following notes present the main considerations for the route alignment and schedule modification:

- The northbound route on Collins Avenue from 96th Street to Haulover Bridge Underpass should stay on Collins instead of turning into every hotel and condo driveway. The shuttle can stop at County bus stops along Collins Avenue. The current schedule allows 30 or more minutes to travel along this short section of condos and hotels to the Surfside Publix. Also, after leaving Publix, the route returns to Collins Avenue and only pulls into a driveway if

requested by the passenger. About eight passengers per day are boarding the Shuttle inside the driveways off of Collins. If considered that the gaps between some of the bus stops are too long, the shuttle could enter one or two driveways to fill the gap.

- Discontinue later evening service on Fridays and Saturdays after 4:47 p.m. Nearly all the ridership, which is very minimal, of the evening Friday and Saturday trips are not coming from or going to Bal Harbour. If someone wants to travel to or from Aventura on Friday and Saturday evenings, Metrobus has service every 15 minutes.
- The Bal Harbour Shuttle could save some time by entering and leaving the Aventura Mall bus terminal via the Lehman Causeway and U.S. 1 instead of maneuvering through the driveways on the east side of the Mall.
- Modify the schedule presentation by having the Surfside Publix and the Aventura Mall being the route's end of line. This would make reading the schedule much easier.

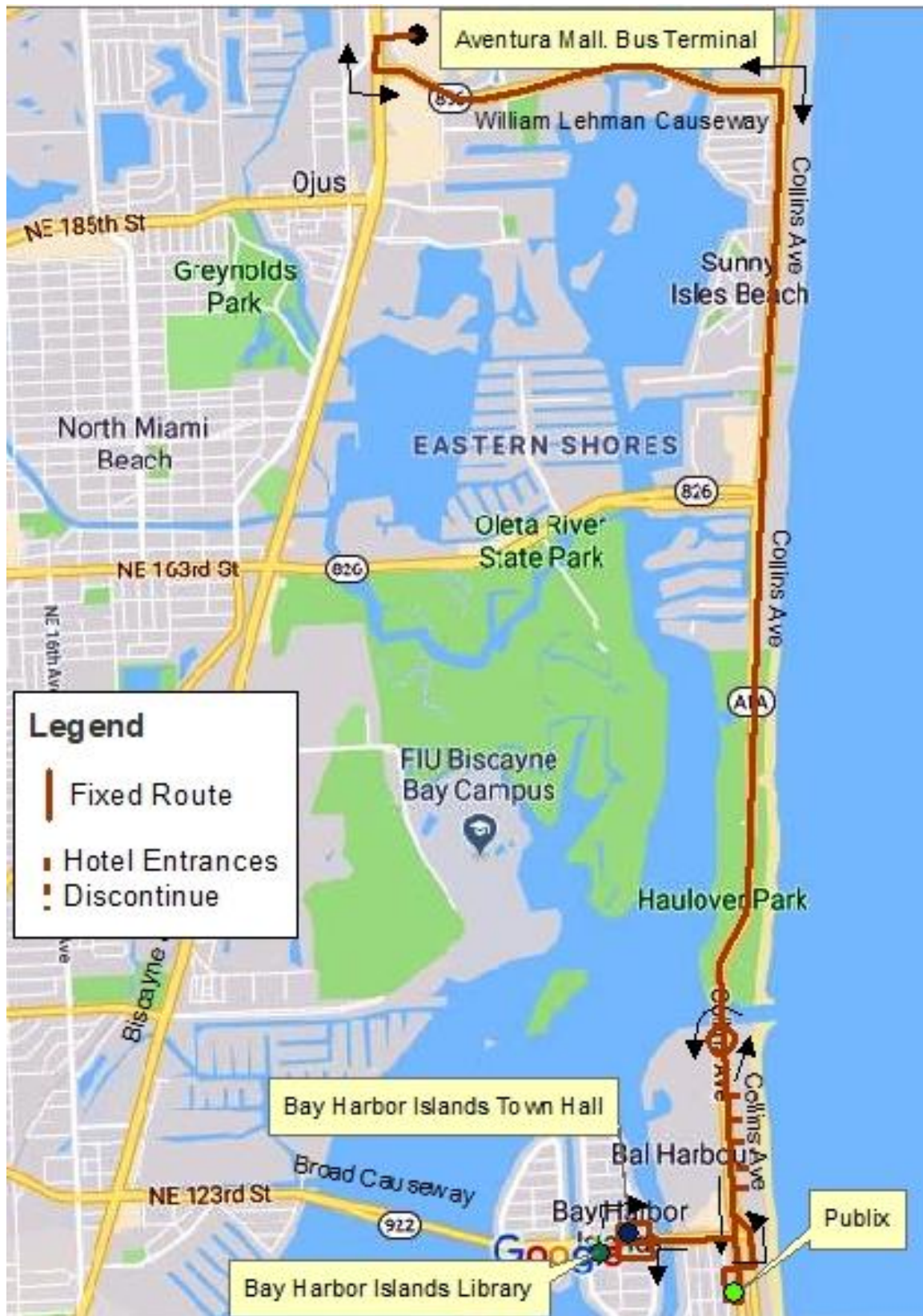


Figure 24 Modified Bal Harbour Route

Bay Harbor Islands Shuttle

The following notes present the main considerations for the route alignment and schedule modification:

- Discontinue service to Broadview Island. Ridership checks of every trip showed only two riders who got off the bus on Broadview Island close to 96 Street. Discontinuing this segment of the route will save time and make the route simpler for passengers.
- Costco moved their store to NE 151 Street east of Biscayne Blvd. Bal Harbor Islands is now providing separate service to Costco twice a week. This is a better solution to operating service on every trip to Costco which would add 10 minutes to the round trip schedule.
- Modify the schedule presentation by having the Surfside Publix and Target being the route's end of line. This would make reading the schedule much easier.



Figure 25 Modified Bay Harbor Islands Route

The Surf-Bal-Bay brochure is an excellent PR piece for the three shuttles and is readily available. However, the layout of the bus stops on the maps and presentation of the schedules is confusing for the Bal Harbour and Bay Harbor Islands shuttles. Most of the bus stops on the brochure are unmarked on the street and the majority of riders hail the bus along the route. On major roadways such as Collins Avenue and 96th Street, the shuttles use the Metrobus stops. As indicated in the recommendations for Bal Harbour and Bay Harbor Islands, the schedule presentation can be made easier to use.

Alternative 1 Advantages

- This alternative provides the continuation of existing minibus fixed route service. Current passengers, many who are elderly, are accustomed to the service which is more personal than County transit routes, and with drivers who assist passengers with their groceries, walkers, etc. Providing information to current ridership and the public concerning Alternative 1 changes should be nominal. The recommendations of Alternative 1 would provide for a more efficient and frequent service at a slightly less operating cost.
- A potential concern is that all three municipalities do not meet County Code Section 31-102 requirement that municipal circulators have 70% of the route miles within their municipal limits. The purpose of this requirement is to minimize overlap of municipal circulator systems. Surfside would meet the 70% requirement on its own with the removal of the route between 85th Street and 75th Street. The Municipal Manager of Miami-Dade County DTPW has indicated that combining the three municipalities into a single region should be acceptable. If the County does agree to allow the combination of the three municipalities into a single region as well as grouping the mileage of all three routes in the calculation, the combined route miles within the “Surf-Bal-Bay” region would be 70%.

Alternative 1 Disadvantages/Issues

- A small number of current passengers may have longer walks to catch one of the shuttles or may need to use Metrobus for their trip.
- If the route miles of each municipality must be measured separately concerning Section 31-102, only Surfside would meet the requirement with the Alternative 1 changes.

Alternative 1A: Modified Shuttle Service and On-Demand Demonstration Project

Alternative 1A would be Alternative 1 and a demonstration project of the on-demand service using low speed electric vehicles. If Surfside, Bay Harbor Islands, and Bal Harbour agree to collaborate in testing the reception for on-demand service of residents and current shuttle passengers, a

demonstration is recommended. A free demonstration should be requested with two or three vehicles on-demand vehicles within the boundaries of the three municipalities. If a free demonstration cannot be arranged and the municipalities do not wish to pay for the demo along with their current shuttle costs, implementing Alternative 1 along with a few additional schedule adjustments can reduce shuttle expenses to partially pay for the demonstration.

- All recommended Surfside Shuttle service and schedule changes would be implemented except that service will begin at 9:00 a.m. weekdays and Saturdays. In addition, weekday service will end at 5:00 p.m. and Saturday service would continue to end at 1:30 p.m. The morning trips being discontinued have low ridership and the 9:00 a.m. start would be consistent with Bal Harbour and Bay Harbor Island. The service hours would be reduced by 11 hours per week.
- The schedule changes recommended in Alternative 1 could be implemented with this service alternative hybrid and will save 8.4 hours per week. The evening service of the Bal Harbour shuttle on Friday and Saturday should end at 4:47 p.m. consistent with the Sunday through Thursday service. The savings would be 8.4 service hours per week.
- The recommended routing adjustment in Alternative 1 for Bay Harbor Islands would discontinue serving Broadview Island. This would allow savings in the scheduled running time and would enable the span of service to end earlier without reducing the number of daily trips. Broadview Island rarely has a passenger getting on or off the Shuttle. Bay Harbor Islands has the highest ridership and the least number of service hours versus the surfside and Bal Harbour shuttles.

Alternative 2: On-Demand Service

The following notes present the main considerations for the proposed on-demand service (see Figure 26):

- Discontinue all fixed route shuttle service and replace it with on-demand (door-to-door) service within the combined municipal boundaries of Surfside, Bal Harbour, and Bay Harbor Islands.
- Microtransit consisting of five low speed electric or equivalent vehicles would be implemented providing door to door service inside the combined boundaries of Surfside, Bal Harbour, and Bay Harbor Islands. Passengers would request a ride through the app or calling a phone number. The on-demand vehicles would multi-load along the way and do not provide exclusive service a la taxicab. Costs for the service could split evenly by the three municipalities.
- A span of service from 8:30 a.m. to 6:00 p.m., seven days a week is recommended.

- Miami-Dade County Code adopted in 2018 allows for no greater than a five mile trip for on-demand service where the origin or destination is within municipal limits. As indicated in Alternative 1, The Miami-Dade DTPW seemed agreeable to a single transit region for the three municipalities. It is recommended that Miami-Dade County should be contacted to confirm that Surfside, Bal Harbour, and Bay Harbor Islands can merge into a single transit zone.
- Current service that operates outside of five miles from the combined limits would be discontinued. Aventura Mall would be outside this five mile limit, therefore, the alternative is to use Metrobus along Collins Avenue to and from Aventura. Transfer points to Metrobus service serving Aventura Mall would be adjacent to the Surfside Publix.

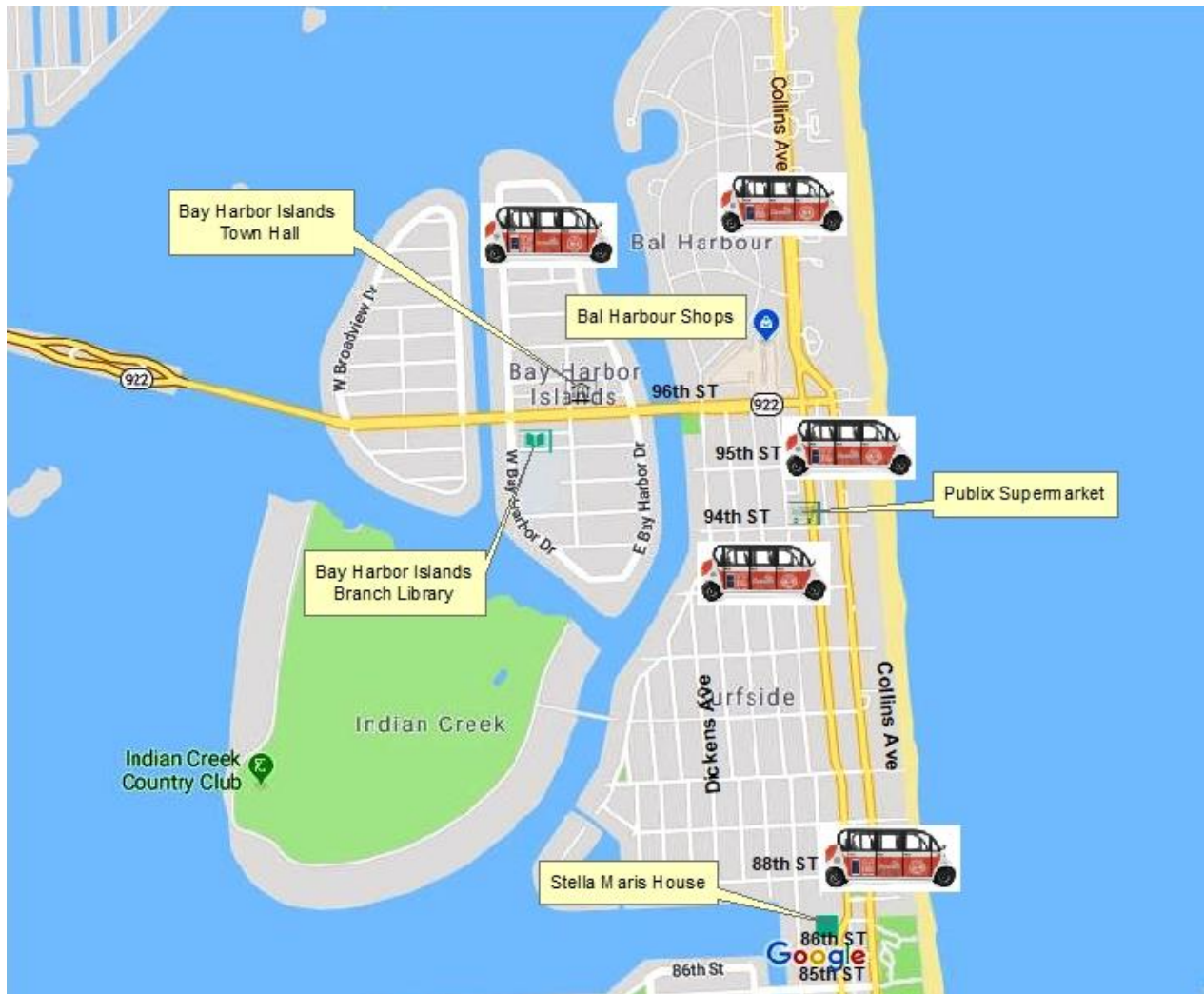


Figure 26 Proposed On-Demand Service

Alternative 2 Advantages

- Alternative 2 is a major change to the current fixed route services. Travel within the combined boundaries of Bal Harbour, Bay Harbor Islands, and Surfside would be enhanced for many existing riders and should attract new ridership. On-demand service is well liked by residents of many other Miami-Dade County cities and it provides flexibility to travel anywhere in the combined area quickly and comfortably. People wishing to use the service can request a ride through a smartphone app or a call-in number and would be notified of when they will be picked up. The on-demand vehicles will stop on hail if space is available.
- On-demand service using low speed electric vehicles provides a lower-cost option versus fixed route service. On-demand transit providers use the latest technology for requesting a ride and can provide information to monitor and streamline the service. Vehicles used for this service should be ADA compliant and one local provider uses a

ramp and removes one or two seats for a disabled passenger.

- Low speed electric vehicles have no emissions and are very quiet. They are the “Talk of the town” in the transportation world and South Florida cities are lining up to participate in this new type of public transportation service.
- Miami-Dade County code allows for on-demand service passenger trips of up to five miles as long as the origin or destination is within city boundaries. Since Bay Harbor Islands, Bal Harbour, and Surfside are partners with the existing shuttle service, the County should recognize that the origin or destination for on-demand service could be anywhere within the combined municipal boundaries. If everyone agrees, on-demand service could be extended to North Miami, North Shore Library and perhaps Sunny Isles Beach. Aventura Mall would be outside the five mile limit.
- Weekend on-demand service would be available to all three municipalities. Five on-demand vehicles may have an operating cost less than the current shuttle service. An agreement to split the costs equally by each municipality would need to be arranged. Since there would be no fixed route, County code concerning the 70% rule would not apply.

Alternative 2 Disadvantages

- Alternative 2 is much different to current service and this new service model could generate complaints and some disenfranchised riders. On-demand service would be something new to the area and a substantial marketing program to inform residents and visitors is essential. Since many current passengers are elderly, they are not familiar with smartphone technology and may even find it somewhat difficult to summon a ride by phone. Perhaps phasing in the on-demand service could be considered.
- Currently, many riders, especially in Surfside, are using the shuttles to go grocery shopping. Older adults usually place their groceries, shopping carts, walkers at the front of the shuttle bus and the driver assists them getting on and off the bus. It is uncertain that there will be enough space for packages with the on-demand vehicles but certainly should be included in the procurement process.
- Most of the low-speed electric vehicles that are used for on-demand service have windows but not air-conditioning. In addition, they cannot operate on roadways with speed limits above 35 mph. However, a new vehicle that is similar to a van with an electric motor is being introduced in Miami Lakes and will have air conditioning and be able to operate on roadways with speed limits greater than 35 mph.

Alternative 3: On-Demand Flex Service

Alternative 3 is a combination of a modified fixed route and an on-demand route (Figure 27). The following notes present the main considerations for alternative 3:

- Implement an on-demand service consisting of three or four low speed electric or equivalent vehicles which would provide “flex” route service with deviations off the fixed circulator route for those requesting on-demand service. The vehicles would travel along a fixed route and the vehicle closest to serve the origin and destination of an on-demand request would be diverted off the route pick up the passenger. After serving the on-demand boarding, the “flex” low speed vehicle would return to operate along the fixed route alignment until the appropriate location to divert to drop off the on-demand rider.
- On-demand “Flex” service would operate and stay within the combined boundaries of the three municipalities. The on-demand span of service could be 8:30 a.m. to 5:30 p.m., seven days week. Passengers wishing for on-demand service may need to make the request or a reservation perhaps 15 or more minutes prior to their desired pick-up time.
- A new fixed crosstown route would be created without current route diversions from North Miami to Aventura along major roadways via Biscayne Blvd., NE 123 Street/Kane Concourse, Surfside Publix, and Collins Avenue. Current service looping Broadview Island, Bay Harbor Island (except Bay Harbor Islands Town Hall), and the Collins Avenue driveways would not be served by the new fixed crosstown route. However, these areas would be served by the on-demand “flex” service which can take riders from their home to convenient transfer points along the crosstown fixed route. All existing stops would be served along the major roadways of the crosstown route.
- The new crosstown route would have a frequency of every 120 minutes. The span of service would be from 9:00 a.m. to 5:00 p.m. weekdays and weekends. Only one bus would be assigned to this modified fixed route. The route would end at Target and would not serve the new location of Costco on NE 151 Street. The modified route could serve both sides of Collins Avenue on trips from Aventura Mall.



Figure 27 Proposed Flex Route

Alternative 3 Advantages

- The “Flex” service would provide the convenience of public transit and the ability to provide access to off the route destinations. Passengers would have the option of making a reservation in advance or walking out to the nearest scheduled bus stop. Many flex routes have a $\frac{1}{4}$ or $\frac{1}{2}$ mile zone from the fixed alignment but since Bal Harbour, Bay Harbor Islands, and Surfside are relatively small, the flex zone would be the cities’ limits. Therefore, all areas within the three municipalities receiving the current shuttle would continue to have service.
- Current users of the Shuttles may find a Flex route more familiar to the three fixed route shuttles being operated versus a complete on-demand system.
- Although revised, a fixed crosstown route service would be continued on the main roads

within the three municipality limits providing weekend service and a slightly longer service span for Bay Harbor Islands and Surfside. Current passengers not within walking distance to the crosstown route can use the Flex service and transfer to the crosstown route. The crosstown route would serve the Surfside Publix and provide service to North Miami and Aventura.

Alternative 3 Disadvantages

- Having Flex service in which a route follows a fixed route and diverts to on-demand with a trip request requires more coordination with the vehicle operator and the company providing the service. Possible problems include delaying riders already on the vehicle who are delayed when a diversion is made to pick up the rider who made a request or reservation. If demand for door-to-door service is high, it may become somewhat chaotic. An example could be if the closest vehicle to the person making a trip request is full or nearly full, does the driver give priority to the riders already on the vehicle or the person who made a reservation.
- Some transit agencies in the U.S. provide “Flex” routing but we are not aware that this type of service has been tried in South Florida.
- The County may consider the Flex route operated by low speed vehicles to be a fixed circulator resulting in a different set of regulations for operators, vehicles, etc.
- A local operator of low speed electric vehicles in South Florida considers that on-demand service would be more effective than a Flex route.
- The new crosstown route would have 120 minute headway so if passengers miss the connection from an on-demand trip or the circulator, there would be a two hour wait for the next crosstown trip. Reducing the crosstown headway to 60 minutes would require a second bus but that would reduce the number of vehicles operating on the Flex route.
- The new crosstown route would not meet the 70% requirement within the combined boundaries in Section 31-102 of the County code.
- Service to the North Shore Library would be discontinued. Those wishing to go there could use Metrobus or transfer to the Miami Beach Trolley at Collins and 87th Street.

Low Speed Electric Vehicle Operators

Two local operators of low speed electric vehicles have been providing service using low speed electric vehicles. They are Freebee and U-Ride which has been providing on-demand service using a smartphone app or a telephone request.

Freebee

Freebee uses electric transportation that promotes energy efficient service. This service is currently being used by other municipalities within Miami-Dade County such as Coral Gables, Key Biscayne, Miami, Miami Beach, Wynwood, Downtown, Brickell, Miami Lakes, Coconut Grove, and Hallandale Beach. It is also being tested by other municipalities such as Doral as a means of filling the gap of the first and last mile operate as a feeder to the existing transit services.

The following is the website for Freebee: <https://ridefreebee.com/>

Uride

A similar service is Uride. It provides free transportation service like a taxi, Uber or Lyft in Miami-Dade County. The vehicles are electric and can be used as complementary transportation service.

The following is the website for Uride: <https://theuride.com/#home>

Based on the feedback from the three municipalities, a demonstration project should be considered to test the viability of the on-demand system using low speed electric vehicles.

CONCLUSIONS AND RECOMMENDATIONS

The Town of Surfside, Bal Harbour Village, and Bay Harbor Islands provide mobility to its residents and visitors connecting them to municipal offices, libraries, and popular shopping areas. However, the three municipalities realized that there was room for improvement with the current transit service to develop a more efficient and cost-effective system with better service to all three communities. An efficient transit system should provide mobility through reliable, safe, comfortable, and accessible service to its residents and visitors. The main objective of this project is to recommend a more efficient and cost-effective public transportation operation for Surfside, Bal Harbour, and Bay Harbor Islands that better meets the mobility needs of residents and visitors.

This report documents all aspects of this study with feedback from the community and reviews and comments from representatives of the three municipalities. The following are the key findings of this study:

- The three municipalities currently coordinate their systems with a central transfer point (Surfside Publix), and a single transit information brochure.
- All three shuttle routes were rated highly by the passengers.
- Ridership for the Bay Harbor Islands Shuttle is reasonable while the Surfside Shuttle is less so. The Bal Harbour Shuttle has very low ridership.
- Service and scheduling improvements, as described in Alternative 1, are needed for the existing routes if the system of three separate fixed route circulators is continued.
- The County has approved the use of surtax proceeds for On-Demand service. Door-to door service could be significant upgrade for the residents and visitors of the three municipalities.
- Four alternatives are recommended for further consideration.
 1. Modify existing system.
 2. Implement an on-demand (door to door) using low speed electric vehicles transit system in all three municipalities.
 3. Implement a hybrid fixed route on-demand service called a flex route along with a new crosstown route to service areas outside of the combined three city municipalities.
 4. Modify existing system and implement an on-demand demonstration.

Recommended Alternative

The recommendation of this Study is to implement Alternative 1A, essentially a combination of Alternative 1 and Alternative 2, but with two or three on-demand vehicles providing door-to-door service. This is likely to be accepted by the existing riders and will provide an adaptation period to those not familiar with on-demand services. If a contractor who provides low speed electric on-demand service is willing, a free demonstration should be requested, before starting the on-demand service. If not, the recommended efficiencies in Alternative 1A would pay for part of the on-demand service.

General Recommendation for Operations

It is recommended that to provide better service to the citizens and visitors of Town of Surfside, Bal Harbour Village, and Town of Bay Harbor Islands, the following items need to be considered:

- Ensure that shuttle stops are in compliance with ADA.
- Provide benches and shelters at locations with high passenger activity.
- Promote the service through marketing campaigns such as website announcement or community newsletters.
- Continue to coordinate with Miami-Dade County and the CITT.
- Consider the use of available technology for vehicle tracking and passenger counting systems. Miami-Dade County passed an ordinance for all municipal systems have a tracking system compatible with the County's system. In addition, ridership counts must be reported to the County on a regular basis.
- Monitor services and conduct periodical surveys to assess the changes in ridership and preferences.
- It is suggested that for effectively monitoring the transit service, the following service standards need to be taken in consideration: riders per hour, daily/monthly/yearly ridership, on-time performance, cost per hour, and average fleet age.

Future Considerations

It is also suggested that the service be monitored for future transition from the recommended Alternative 1A to a full Alternative 2 (full on-demand service) if the conditions of the on-demand service is satisfactory after a three months operations.

Alternative 2 would discontinue all fixed route shuttle service and replace it with on-demand (door-to-door) service within the combined municipal boundaries of Surfside, Bal Harbour, and

Bay Harbor Islands. This alternative would use five electric vehicles, providing a higher level of service along with technology that would allow modifications as needed quickly and efficiently.

APPENDIX A

On-Board Surveys (English and Spanish) for

Town of Surfside, Bal Harbour Village, and Bay Harbor Islands

On-Board Survey - Surfside Shuttle

Date_____

Surveyor's Initials_____

Time_____

The Town of Surfside needs your assistance to provide improved bus service. Please help us serve you better by completing this survey and returning to the Surveyor. Thank you for your feedback!

1. Where did you board the Surfside Shuttle?
(nearest intersection or major place)

2. How did you get to this shuttle stop?

a) Walked_____ blocks b) Drove or Dropped Off_____

c) Transferred from another bus:

☐ Bal Harbour Shuttle

☐ Bay Harbor Islands Shuttle

☐ Miami Beach Trolley

☐ Metrobus

☐ Ride Share ☐ Other_____

3. Where are you coming from?

a) Home_____ b) Work_____ c) School_____

d) Shopping_____ e) Medical_____ f) Other_____

4. Where are you going on this trip?

a) Home_____ b) Work_____ c) School_____

d) Shopping_____ e) Medical_____ f) Other_____

5. Where will you get off the Surfside Shuttle?
(nearest intersection or major place)

6. After you get off this bus, how will you get from the shuttle stop to the place you are going to?

a) Walk_____ blocks

b) Drive or Dropped Off_____

c) Transfer to another bus:

☐ Bal Harbour Shuttle

☐ Bay Harbor Islands Shuttle

☐ Miami Beach Trolley

☐ Metrobus

☐ Ride Share ☐ Other_____

7. Why are you using the Surfside Shuttle today?

a) I don't drive_____ b) No car available_____

c) Shuttle is convenient_____

d) Shuttle is economical_____

e) Traffic/Parking is a problem_____

8. Are you a full-time or seasonal resident of Surfside?

☐ Yes ☐ No

- If No, do you reside (or a visitor) in one of the following?

☐ Bal Harbour

☐ Bay Harbor Islands

☐ Miami Beach

☐ Other_____

9. How often do you ride the Surfside Shuttle?

a) Every Day_____

b) 2 or more days per week_____

c) Once a week_____

d) 1 to 3 days per month_____

e) This is my first time_____

10. What other places either within or outside of the Town would you like the Surfside Shuttle to travel to?

11. How would you rate the Surfside Shuttle?

	Very Good	Good	Fair	Poor
Buses on time/Reliability				
Frequency of bus service				
Hours of service				
Cleanliness of buses				
Buses' Air Conditioning				
Driver Friendliness				
Location of bus stops				
Safety/Security				

12. What are the three most important improvements

that you would like for the Surfside Shuttle?

(1- the most important; 2- the second most important; and 3- the third most important improvement)

More stops_____

Fewer stops_____

More shuttle routes to other areas_____

Earlier or later hours of service_____

More bus shelters and benches_____

More frequent service_____

Weekend service_____

Other_____

13. What is your age?

☐ Under 18 ☐ 18-54 ☐ 55-65 ☐ Over 65

Do you have any comments?_____

Encuesta – Bus de Surfside

Fecha _____

Iniciales del Encuestador _____

Hora _____

La ciudad de Surfside necesita su asistencia para proporcionar un mayor servicio de autobuses. Por favor ayúdenos a servirle mejor completando esta encuesta y regresándola al Encuestador. ¡Gracias por sus comentarios!

1. ¿Dónde abordaste el bus de Surfside?
(intersección más cercana o lugar principal)

2. ¿Cómo llegaste a esta parada de autobús?
a) Caminé _____ cuadras b) Conduje or me dejaron _____
c) Me transferí de otro bus:

- ☐ Bal Harbour Shuttle
☐ Bay Harbor Islands Shuttle
☐ Miami Beach Trolley
☐ Metrobus
☐ Viaje compartido ☐ Otro _____

3. ¿De dónde vienes?
a) Casa _____ b) Trabajo _____ c) Escuela _____
d) De compras _____ e) Médico _____ f) Otro _____

4. ¿A dónde vas en este viaje?
a) Casa _____ b) Trabajo _____ c) Escuela _____
d) De compras _____ e) Médico _____ f) Otro _____

5. ¿Dónde te bajarás del autobús de Surfside?
(intersección más cercana o lugar principal)

6. Después de bajarse de este bus, ¿Cómo llegarás al lugar de tu destino desde la parada del bus?

- a) Caminaré _____ cuadras
b) Conduciré o me llevarán _____
c) Me transferiré a otro bus:
☐ Bal Harbour Shuttle
☐ Bay Harbor Islands Shuttle
☐ Miami Beach Trolley
☐ Metrobus
☐ Viaje compartido ☐ Otro _____

7. ¿Porqué estás usando el bus de Surfside hoy?
a) No conduzco _____ b) No hay un auto disponible _____
c) El bus es conveniente _____
d) El bus es económico _____
e) El tráfico/estacionamiento es un problema _____

8. ¿Es usted residente permanente o temporal de Surfside?
☐ Sí ☐ No

¿Tienes algún comentario? _____

- Si No eres residente de Surfside, ¿resides (o eres un visitante) en uno de los siguientes?

- ☐ Bal Harbour
☐ Bay Harbor Islands
☐ Miami Beach ☐ Otro _____

9. ¿Con qué frecuencia usas el bus de Surfside?

- a) Todos los días _____
b) Dos o más días por semana _____
c) Una vez por semana _____
d) Uno a tres días por mes _____
e) Esta es mi primera vez _____

10. ¿A qué otros lugares, ya sea dentro o fuera de la Ciudad, te gustaría que viajara el bus de Surfside?

11. ¿Cómo calificaría el bus de Surfside?

	Muy Bueno	Bueno	Regular	Deficiente
Puntualidad de los buses				
Frecuencia del servicio				
Horas de servicio				
Limpieza de los autobuses				
Aire acondicionado				
Amabilidad del conductor				
Ubicación de las paradas				
Seguridad				

12. ¿Cuáles son las tres mejoras más importantes que te gustaría para los buses de Surfside?

(1 - la más importante; 2 - la segunda más importante; y 3 - la tercera mejora más importante)

- Más paradas _____
Menos paradas _____
Más rutas de transporte a otras áreas _____
Horas de servicio más temprano o más tarde _____
Más paradas de autobuses y bancos _____
Servicio más frecuente _____
Servicio de fin de semana _____
Otro _____

13. ¿Cual es tu edad?

- ☐ Menos de 18 ☐ 18-54 ☐ 55-65 ☐ Más de 65

On-Board Survey - Bal Harbour Shuttle

Date_____

Surveyor's Initials_____

Time_____

Bal Harbour Village needs your assistance to provide improved bus service. Please help us serve you better by completing this survey and returning to the Surveyor. Thank you for your feedback!

1. Where did you board the Bal Harbour Shuttle?
(nearest intersection or major place)

2. How did you get to this shuttle stop?
a) Walked_____ blocks b) Drove or Dropped Off_____
c) Transferred from another bus:
☐ Surfside Shuttle
☐ Bay Harbor Islands Shuttle
☐ Miami Beach Trolley
☐ Metrobus
☐ Ride Share ☐ Other_____
3. Where are you coming from?
a) Home_____ b) Work_____ c) School_____
d) Shopping_____ e) Medical_____ f) Other_____
4. Where are you going on this trip?
a) Home_____ b) Work_____ c) School_____
d) Shopping_____ e) Medical_____ f) Other_____
5. Where will you get off the Bal Harbour Shuttle?
(nearest intersection or major place)

6. After you get off this bus, how will you get from the shuttle stop to the place you are going to?
a) Walk_____ blocks
b) Drive or Dropped Off_____
c) Transfer to another bus:
☐ Surfside Shuttle
☐ Bay Harbor Islands Shuttle
☐ Miami Beach Trolley
☐ Metrobus
☐ Ride Share ☐ Other_____
7. Why are you using the Bal Harbour Shuttle today?
a) I don't drive_____ b) No car available_____
c) Shuttle is convenient_____
d) Shuttle is economical_____
e) Traffic/Parking is a problem_____
8. Are you a full-time/seasonal resident of Bal Harbour?
☐ Yes ☐ No

If No, do you reside (or a visitor) in one of the following?

- ☐ Surfside
☐ Bay Harbor Islands
☐ Miami Beach
☐ Other_____

9. How often do you ride the Bal Harbour Shuttle?
a) Every Day_____
b) 2 or more days per week_____
c) Once a week_____
d) 1 to 3 days per month_____
e) This is my first time_____

10. What other places either within or outside of Bal Harbour would you like the Shuttle to travel to?

11. How would you rate the Bal Harbour Shuttle?

	Very Good	Good	Fair	Poor
Buses on time/Reliability				
Frequency of bus service				
Hours of service				
Cleanliness of buses				
Buses' Air Conditioning				
Driver Friendliness				
Location of bus stops				
Safety/Security				

12. What are the three most important improvements that you would like for the Bal Harbour Shuttle?
(1- the most important; 2- the second most important; and 3- the third most important improvement)
More stops_____
Fewer stops_____
More shuttle routes to other areas_____
Earlier or later hours of service_____
More bus shelters and benches_____
More frequent service_____
Weekend service_____
Other_____

13. What is your age?
☐ Under 18 ☐ 18-54 ☐ 55-65 ☐ Over 65

Do you have any comments?_____

Encuesta – Bus de Bal Harbour

Fecha_____

Iniciales del Encuestador_____

Hora_____

La ciudad de Bal Harbour necesita su asistencia para proporcionar un mayor servicio de autobuses. Por favor ayúdenos a servirle mejor completando esta encuesta y regresandola al Encuestador. ¡Gracias por sus comentarios!

1. ¿Dónde abordaste el bus de Bal Harbour?
(intersección más cercana o lugar principal)

2. ¿Cómo llegaste a esta parada de autobús?

a) Caminé_____cuadras b) Conduje or me dejaron_____ c) Me transferí de otro bus:

- ☐ Surfside Shuttle
☐ Bay Harbor Islands Shuttle
☐ Miami Beach Trolley
☐ Metrobus
☐ Viaje compartido ☐ Otro_____

3. ¿De dónde vienes?

a) Casa_____ b) Trabajo_____ c) Escuela_____
d) De compras_____ e) Médico_____ f) Otro_____

4. ¿A dónde vas en este viaje?

a) Casa_____ b) Trabajo_____ c) Escuela_____
d) De compras_____ e) Médico_____ f) Otro_____

5. ¿Dónde te bajarás del autobús de Bal Harbour?
(intersección más cercana o lugar principal)

6. Después de bajarse de este bus, ¿Cómo llegarás al lugar de tu destino desde la parada del bus?

a) Caminaré_____cuadras
b) Conduciré o me llevarán_____
c) Me transferiré a otro bus:

- ☐ Surfside Shuttle
☐ Bay Harbor Islands Shuttle
☐ Miami Beach Trolley
☐ Metrobus
☐ Viaje compartido ☐ Otro_____

7. ¿Porqué estás usando el bus de Bal Harbour hoy?

a) No conduzco_____ b) No hay un auto disponible_____
c) El bus es conveniente_____
d) El bus es económico_____
e) El tráfico/estacionamiento es un problema_____

8. ¿Es usted residente de Bal Harbour?

☐ Sí ☐ No

- Si No eres residente de Bal Harbour, ¿resides (o eres un visitante) en uno de los siguientes?

- ☐ Surfside
☐ Bay Harbor Islands
☐ Miami Beach ☐ Otro_____

9. ¿Con qué frecuencia usas el bus de Bal Harbour?

a) Todos los días_____
b) Dos o más días por semana_____
c) Una vez por semana_____
d) Uno a tres días por mes_____
e) Esta es mi primera vez_____

10. ¿A qué otros lugares, ya sea dentro o fuera de la Ciudad, te gustaría que viajara el bus de Bal Harbour?

11. ¿Cómo calificaría el bus de Bal Harbour?

	Muy Bueno	Bueno	Auto	Deficiente
Puntualidad de los buses				
Frecuencia del servicio				
Horas de servicio				
Limpeza de los autobuses				
Aire acondicionado				
Amabilidad del conductor				
Ubicación de las paradas				
Seguridad				

12. ¿Cuáles son las tres mejoras más importantes que te gustaría para los buses de Bal Harbour?

(1 - la más importante; 2 - la segunda más importante; y 3 - la tercera mejora más importante)

Más paradas_____
Menos paradas_____
Más rutas de transporte a otras áreas_____
Horas de servicio más temprano o más tarde_____
Más paradas de autobuses y bancos_____
Servicio más frecuente_____
Servicio de fin de semana_____
Otro_____

13. ¿Cual es tu edad?

☐ Menos de 18 ☐ 18-54 ☐ 55-65 ☐ Más de 65

¿Tienes algún comentario?_____

On-Board Survey - Bay Harbor Islands Shuttle

Date_____

Surveyor's Initials_____

Time_____

The Town of Bay Harbor Islands needs your assistance to provide improved bus service. Please help us serve you better by completing this survey and returning to the Surveyor. Thank you for your feedback!

1. Where did you board the Bay Harbor Islands Shuttle?
(nearest intersection or major place)

2. How did you get to this shuttle stop?

a) Walked_____ blocks b) Drove or Dropped Off_____

c) Transferred from another bus:

☐ Surfside Shuttle

☐ Bal Harbour Shuttle

☐ Miami Beach Trolley

☐ Metrobus

☐ Ride Share ☐ Other_____

3. Where are you coming from?

a) Home_____ b) Work_____ c) School_____

d) Shopping_____ e) Medical_____ f) Other_____

4. Where are you going on this trip?

a) Home_____ b) Work_____ c) School_____

d) Shopping_____ e) Medical_____ f) Other_____

5. Where will you get off the Bay Harbor Islands Shuttle?
(nearest intersection or major place)

6. After you get off this bus, how will you get from the shuttle stop to the place you are going to?

a) Walk_____ blocks

b) Drive or Dropped Off_____

c) Transfer to another bus:

☐ Surfside Shuttle

☐ Bal Harbour Shuttle

☐ Miami Beach Trolley

☐ Metrobus

☐ Ride Share ☐ Other_____

7. Why are you using the Bay Harbor Islands Shuttle?

a) I don't drive_____ b) No car available_____

c) Shuttle is convenient_____

d) Shuttle is economical_____

e) Traffic/Parking is a problem_____

8. Are you a resident of Bay Harbor Islands?

☐ Yes ☐ No

- If No, do you reside (or a visitor) in one of the following?

☐ Surfside

☐ Bal Harbour

☐ Miami Beach

☐ Other_____

9. How often do you ride the Bay Harbor Islands Shuttle?

a) Every Day_____

b) 2 or more days per week_____

c) Once a week_____

d) 1 to 3 days per month_____

e) This is my first time_____

10. What other places either within or outside of Bay Harbor Islands would you like the Shuttle to travel to?

11. How would you rate the Bay Harbor Islands Shuttle?

	Very Good	Good	Fair	Poor
Buses on time/Reliability				
Frequency of bus service				
Hours of service				
Cleanliness of buses				
Buses' Air Conditioning				
Driver Friendliness				
Location of bus stops				
Safety/Security				

12. What are the three most important improvements you would like for the Bay Harbor Islands Shuttle?
(1- the most important; 2- the second most important; and 3- the third most important improvement)

More stops_____

Fewer stops_____

More shuttle routes to other areas_____

Earlier or later hours of service_____

More bus shelters and benches_____

More frequent service_____

Weekend service_____

Other_____

13. What is your age?

☐ Under 18 ☐ 18-54 ☐ 55-65 ☐ Over 65

Do you have any comments?_____

Encuesta – Bus de Bay Harbor Islands

Fecha _____

Iniciales del Encuestador _____

Hora _____

La ciudad de Bay Harbor Islands necesita su asistencia para proporcionar un mejor servicio de autobuses. Por favor ayúdenos a servirle mejor completando esta encuesta y regresándola al Encuestador. ¡Gracias por sus comentarios!

1. ¿Dónde abordaste el bus de Bay Harbor Islands?
(intersección más cercana o lugar principal)

2. ¿Cómo llegaste a esta parada de autobús?

a) Caminé _____ cuadras b) Conduje or me dejaron _____ c) Me transferí de otro bus:

☐ Surfside Shuttle

☐ Bal Harbour Shuttle

☐ Miami Beach Trolley

☐ Metrobus

☐ Viaje compartido ☐ Otro _____

3. ¿De dónde vienes?

a) Casa _____ b) Trabajo _____ c) Escuela _____

d) De compras _____ e) Médico _____ f) Otro _____

4. ¿A dónde vas en este viaje?

a) Casa _____ b) Trabajo _____ c) Escuela _____

d) De compras _____ e) Médico _____ f) Otro _____

5. ¿Dónde te bajarás del autobús de Bay Harbor Islands?
(intersección más cercana o lugar principal)

6. Después de bajarse de este bus, ¿Cómo llegarás al lugar de tu destino desde la parada del bus?

a) Caminaré _____ cuadras

b) Conduciré o me llevarán _____

c) Me transferiré a otro bus:

☐ Surfside Shuttle

☐ Bal Harbour Shuttle

☐ Miami Beach Trolley

☐ Metrobus

☐ Viaje compartido ☐ Otro _____

7. ¿Porqué estás usando el bus de Bay Harbor Islands?

a) No conduzco _____ b) No hay un auto

disponible _____ c) El bus es conveniente _____

d) El bus es económico _____

e) El tráfico/estacionamiento es un problema _____

8. ¿Es usted residente de Bay Harbor Islands?

☐ Sí ☐ No

¿Tienes algún comentario? _____

- Si No eres residente de Bay Harbor Islands, ¿resides (o eres un visitante) en uno de los siguientes?

☐ Surfside

☐ Bal Harbour

☐ Miami Beach

☐ Otro _____

9. ¿Con qué frecuencia usas el bus de Bay Harbor Islands?

a) Todos los días _____

b) Dos o más días por semana _____

c) Una vez por semana _____

d) Uno a tres días por mes _____

e) Esta es mi primera vez _____

10. ¿A qué otros lugares, dentro o fuera de la Ciudad, te gustaría que viajara el bus de Bay Harbor Islands?

11. ¿Cómo calificaría el bus de Bay Harbor Islands?

	Muy Bueno	Bueno	Auto	Deficiente
Puntualidad de los buses				
Frecuencia del servicio				
Horas de servicio				
Limpieza de los autobuses				
Aire acondicionado				
Amabilidad del conductor				
Ubicación de las paradas				
Seguridad				

12. ¿Cuáles son las tres mejoras más importantes que te gustaría para los buses de Bay Harbor Islands?

(1 - la más importante; 2 - la segunda más importante; y 3 - la tercera mejora más importante)

Más paradas _____

Menos paradas _____

Más rutas de transporte a otras áreas _____

Horas de servicio más temprano o más tarde _____

Más paradas de autobuses y bancos _____

Servicio más frecuente _____

Servicio de fin de semana _____

Otro _____

13. ¿Cuál es tu edad?

☐ Menos de 18 ☐ 18-54 ☐ 55-65 ☐ Más de 65

APPENDIX B

Amended Section 31-102 of the Code of Miami-Dade County

Amended Section 29-124 of the Code of Miami-Dade County

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 7(A)
10-2-18

ORDINANCE NO. _____

ORDINANCE RELATING TO MUNICIPAL CIRCULATORS;
AMENDING SECTION 31-102 OF THE CODE OF MIAMI-
DADE COUNTY, FLORIDA; REQUIRING MUNICIPALITIES
TO PROVIDE CIRCULATOR ROUTE INFORMATION FOR
INTEGRATION INTO THE COUNTY'S TRANSIT TRACKER
APPLICATION AND TRANSIT RIDERSHIP INFORMATION
TO THE COUNTY; REQUIRING COUNTY AND MUNICIPAL
TRANSIT RIDERSHIP DATA REPORTS; PROVIDING
SEVERABILITY, INCLUSION IN THE CODE, AND AN
EFFECTIVE DATE

WHEREAS, many municipalities in Miami-Dade County are providing circulator service within their municipal boundaries pursuant to section 31-113 of the Code of Miami-Dade County, Florida and through an interlocal agreement with the County; and

WHEREAS, said service has proven popular with the residents of and visitors to the County; and

WHEREAS, the County currently has a smartphone transit tracker application that allows transit patrons to, among other things, find information regarding Metrobus routes and current time of arrival for Metrorail, Metromover, and Metrobus; and

WHEREAS, integrating the municipal circulator service information as part of the County transit application would provide for better mobility options and help Miami-Dade County and municipal transit services serve as one complementary system; and

WHEREAS, analyzing transit ridership information from Miami-Dade County and municipal transit services in a holistic manner helps transit planners and policymakers make better informed decisions regarding the provision of transit services within Miami-Dade County,

**BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF
MIAMI-DADE COUNTY, FLORIDA:**

Section 1. Section 31-102 of the Code of Miami-Dade County, Florida, is hereby amended to read as follows:¹

Sec. 31-102. Definitions.

For the purposes of this article, the following definitions shall apply:

* * *

- (f) *Circulator* service means the provision of fixed route or semi-fixed route transportation service where at least 70 percent of the route is within 1 municipality. Motor vehicles owned, operated by or operated under contract with a municipality in a local public transportation system may provide circulator service when authorized by an interlocal agreement with Miami-Dade County which has been approved by the Board of County Commissioners. The interlocal agreement and any certificate of transportation, chauffeur's registration and permit issued to provide circulator service pursuant to an interlocal agreement shall require, among other things, that the municipality, operator, vehicles and chauffeurs comply with safety, mechanical and vehicular standards mandated by the Department of Transportation and Public Works, and any applicable state or federal requirements. >>Additionally, for any new interlocal agreement or any amendment to an existing interlocal agreement, the agreement (1) must include a provision requiring that the municipality 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, and (2) must include a provision requiring municipalities to provide

¹ Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

to the County on a quarterly basis municipal daily transit ridership data for both circulator and on-demand services<< >>and a description of any area within the municipal boundaries not being serviced by the municipal transit services<<² >>. Said data shall be due to the County within 15 days from the end of the corresponding quarter. Within 30 days of receipt of the information from a municipality, the County Mayor or County Mayor's designee shall place a report showing the municipal transit service ridership information, in addition to County transit ridership information for the corresponding quarter, on an agenda of the Board of County Commissioners pursuant to Ordinance No. 14-65.<< Where a municipality intends to provide circulator service pursuant to a contract with a third party, said municipality shall give Miami-Dade County the opportunity to submit a bid or proposal to provide that transportation service.

* * *

Section 2. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, including any sunset provision, shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

² Committee amendments are indicated as follows: Words double stricken through and/or [[double bracketed]] are deleted, words double underlined and/or >>double arrowed<< are added.

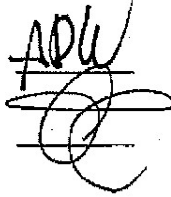
Section 3. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED:

Approved by County Attorney as
to form and legal sufficiency:

Prepared by:

Annery Pulgar Alfonso

A handwritten signature in black ink, appearing to read 'APL', with a large, stylized flourish underneath.

Prime Sponsor:	Commissioner Daniella Levine Cava
Co-Sponsors:	Vice Chairwoman Audrey M. Edmonson
	Commissioner Eileen Higgins
	Commissioner Dennis C. Moss
	Commissioner Rebeca Sosa

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 7(B)
1-23-19

ORDINANCE NO. _____

ORDINANCE RELATING TO THE PEOPLE'S
TRANSPORTATION PLAN AND CHARTER COUNTY
TRANSPORTATION SYSTEM SURTAX FUNDS; AMENDING
SECTION 29-124 OF THE CODE OF MIAMI-DADE COUNTY,
FLORIDA, BY A TWO-THIRDS VOTE OF THE COMMISSION
MEMBERSHIP; REQUIRING MUNICIPALITIES TO ENTER
INTO AN INTERLOCAL AGREEMENT WITH THE COUNTY
AUTHORIZING THE USE OF CHARTER COUNTY
TRANSPORTATION SYSTEM SURTAX FUNDS FOR
ON-DEMAND TRANSPORTATION SERVICES; IMPOSING
CERTAIN REQUIREMENTS FOR THE AGREEMENT;
PROVIDING SEVERABILITY, INCLUSION IN THE CODE,
AND AN EFFECTIVE DATE

WHEREAS, section 29-124 of the Code of Miami-Dade County, Florida (the "Code"),
provides that municipalities may fund on-demand transportation services as defined in section
212.055(1)(e), Florida Statutes, with their share of surtax proceeds; and

WHEREAS, on-demand transportation services when coordinated with existing County
transit services may augment transportation options and provide for better mobility solutions for
heavily congested areas; and

WHEREAS, requiring municipalities to coordinate with the County in order to provide
for an implementation plan for surtax funded on-demand transportation services will promote the
efficient use of surtax funds; and

WHEREAS, this Board wishes to ensure that on-demand transportation services funded
by surtax proceeds enhance existing transit services and function as a first-and-last mile solution
for County residents and visitors,

**BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF
MIAMI-DADE COUNTY, FLORIDA:**

Section 1. Section 29-124 of the Code of Miami-Dade County, Florida, is hereby amended to read as follows:¹

**Sec. 29-124. - Special fund created; uses of surtax proceeds; and
role of Citizens' Independent Transportation
Trust.**

The surtax proceeds collected by the State and distributed hereunder shall be deposited in a special fund set aside from other County funds in the custody of the Finance Director of the County. Moneys in the special fund shall be expended for the transportation and transit projects (including operation and maintenance thereof) set forth in Exhibit 1 to this article (including those projects referenced in the ballot question presented to the electors to approve this levy) and the adopted Five Year Implementation Plan, subject to any amendments thereto made in accordance with the Transportation Planning Organization ("TPO") process or made in accordance with the procedures specified in subsection (d) of this section.

Expenditure of surtax proceeds for contracts procured by or on behalf of Miami-Dade Transit or for transit-related procurements shall be subject to the following limitations:

* * *

- (h) Twenty percent of surtax proceeds shall be distributed annually to those cities existing as of November 5, 2002 that meet the following conditions:
 - (i) That continue to provide the same level of general fund support for transportation that is in their FY 2001-2002 budget in subsequent Fiscal Years. Any surtax proceeds received shall be applied to supplement, not replace a city's general fund support for transportation;

¹ Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

- ii) That apply 20 percent of any surtax proceeds received to transit uses in the nature of circulator buses, bus shelters, bus pullout bays, on-demand transportation services as defined in Section 212.055(1)(e), Florida Statutes, as may be amended from time to time, or other transit-related infrastructure. >> The use of surtax proceeds for on-demand transportation services must be authorized by an interlocal agreement with the County which has been approved by the Board of County Commissioners. The interlocal agreement shall require, among other things, that the city, operator, vehicles and chauffeurs comply with applicable safety, mechanical and vehicular standards required by the County, and any applicable state or federal requirements, and shall detail the implementation plan and fare structure for the on-demand services. << The use of surtax proceeds for on-demand transportation services shall be limited to providing transportation services where the trip is no greater than 5 miles in distance and (1) where the origination or destination of the trip is solely within city boundaries; (2) where the origination of a trip is within city boundaries and the destination is the nearest Metrorail station or South Dade Transitway bus shelter; (3) where the origination of a trip is the Metrorail station or South Dade Transitway bus shelter closest to the city boundary of the city where the intended destination of the trip is located; or (4) where the origination or destination of the trip is a public transit park-and-ride facility. Each city that uses surtax proceeds for on-demand transportation services shall provide an annual report to the County describing the city's implementation of the on-demand transportation services in accordance with this paragraph. Any city that cannot apply the 20 percent portion of surtax proceeds it receives as provided in this paragraph, may contract with the County for the County to apply such proceeds on a County project that enhances traffic mobility within that city and immediately adjacent areas. If the city cannot expend such proceeds in accordance with this paragraph and does not contract with the County as described in this paragraph, then such proceeds shall

carry over and be added to the overall portion of
surtax proceeds to be distributed to the cities in the
ensuing year and shall be utilized solely for the
transit uses enumerated in this subsection (ii);

* * *

Section 2. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 3. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, including any sunset provision, shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 4. This ordinance shall become effective six (6) months after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

Section 5. This ordinance may only be amended or repealed by a two-thirds vote of the Board of County Commissioners. Any amendment or repeal of this ordinance shall further require a minimum of six weeks between first and second reading.

PASSED AND ADOPTED:

Approved by County Attorney as
to form and legal sufficiency:

Prepared by:

Annery Pulgar Alfonso

Prime Sponsor: Commissioner Dennis C. Moss



APPENDIX C

Schedule Information for Alternative 1 and Alternative 1A

Alternative 1 Weekday

Surfside Shuttle																			
TimePoints	Headways @ Publix	0:30	0:30	0:30	0:30	0:30	0:30	0:30	0:30	0:45	0:35	0:35	0:35	0:35	0:35	0:35	0:35	0:35	0:35
Surfside Publix		7:30	8:00	8:30	9:00	9:30	10:00	10:30	11:00	11:30	12:15	12:50	13:25	14:00	14:35	15:10	15:45	16:20	16:55
Dickens & 90 Street		7:33	8:03	8:33	9:03	9:33	10:03	10:33	11:03	11:33	12:18	12:53	13:28	14:03	14:38	15:13	15:48	16:23	16:58
Stella Maris House		7:37	8:07	8:37	9:07	9:38	10:08	10:38	11:08	11:38	12:23	12:58	13:33	14:08	14:43	15:18	15:53	16:28	17:03
Collins Av./87 St.		7:40	8:10	8:40	9:10	9:41	10:11	10:41	11:11	11:41	12:26	13:01	13:36	14:11	14:46	15:21	15:56	16:31	17:06
Community Center		7:42	8:12	8:42	9:12	9:43	10:13	10:43	11:13	11:43	12:29	13:04	13:39	14:14	14:49	15:24	15:59	16:34	17:09
Surfside Publix		7:46	8:16	8:46	9:16	9:47	10:17	10:47	11:17	11:47	12:33	13:08	13:43	14:18	14:53	15:28	16:03	16:38	17:13
Bay Harbor Islands Library		7:51	8:21	8:51	9:21	9:53	10:23	10:53	11:23	11:53	12:40	13:15	13:50	14:25	15:00	15:35	16:10	16:45	17:20
Surfside Publix		7:56	8:26	8:56	9:26	9:58	10:28	10:58	11:28	11:58	12:46	13:21	13:56	14:31	15:06	15:41	16:16	16:51	17:26
Total Hours = 9:56																			

Bal Harbour Shuttle								
TimePoints	Headways @ Publix	1:00	1:00	1:15	1:10	1:10	1:10	
Surfside Publix		9:00	10:00	11:00	12:15	13:25	14:35	15:45
Collins & 96 Street		9:05	10:05	11:05	12:21	13:31	14:41	15:51
10245 Collins Ave.		9:07	10:07	11:07	12:24	13:34	14:44	15:54
Collins & 169 St.		9:14	10:14	11:14	12:31	13:41	14:51	16:01
Aventura Mall		9:25	10:25	11:25	12:44	13:54	15:04	16:14
Sunny Isles Library		9:33	10:33	11:33	12:52	14:02	15:12	16:22
170 St. & Collins Av.		9:36	10:36	11:36	12:55	14:05	15:15	16:25
Bal Harbour Collins Apts.		9:44	10:44	11:44	13:05	14:15	15:25	16:35
Collins & 96 Street		9:48	10:48	11:48	13:09	14:19	15:29	16:39
10245 Collins Ave.		9:50	10:50	11:50	13:12	14:22	15:32	16:42
Bal Harbour Shops		9:54	10:54	11:54	13:16	14:26	15:36	16:46
Surfside Publix		9:58	10:58	11:58	13:20	14:30	15:40	16:50
Total Hours = 7:50								

Bay Harbor Islands Shuttle									
	Headways @ Publix	1:00	1:00	1:00	1:15	1:05	1:05	1:05	
Surfside Publix		9:00	10:00	11:00	12:00	13:15	14:20	15:25	16:30
Saks Bal Harbour Shops		9:05	10:05	11:05	12:06	13:21	14:26	15:31	16:36
Town Hall		9:08	10:08	11:08	12:09	13:24	14:29	15:34	16:39
Island Point		9:11	10:11	11:11	12:12	13:27	14:32	15:37	16:42
Blair House		9:14	10:14	11:14	12:15	13:30	14:35	15:40	16:45
1077 95 Street (Library)		9:16	10:16	11:16	12:17	13:32	14:37	15:42	
96 Street & East Broadview		9:18	10:18	11:18	12:19	13:34	14:39	15:44	
NE 123 St. & Biscayne Blvd		9:22	10:22	11:22	12:24	13:39	14:44	15:49	
Biscayne Blvd. & NE 135 Street		9:24	10:24	11:24	12:26	13:41	14:46	15:51	
Target (EOL)		9:28	10:28	11:28	12:31	13:46	14:51	15:56	
NE 123 St. & Biscayne Blvd (Walgreens)		9:34	10:34	11:34	12:38	13:53	14:58	16:03	
96 Street & East Broadview		9:38	10:38	11:38	12:42	13:57	15:02	16:07	
Town Hall		9:41	10:41	11:41	12:46	14:01	15:06	16:11	
Island Point		9:44	10:44	11:44	12:49	14:04	15:09	16:14	
Blair House		9:47	10:47	11:47	12:52	14:07	15:12	16:17	
1077 95 Street (Library)		9:49	10:49	11:49	12:54	14:09	15:14	16:19	
Surfside Publix		9:56	10:56	11:56	13:02	14:17	15:22	16:27	
Total Hours = 7:45									

Alternative 1 Saturday

Surfside Shuttle														
TimePoints	Headways @ Publix			0:30	0:30	0:30	0:30	0:30	0:45	0:30	0:30	0:30	0:30	0:30
Surfside Publix	**	**		9:00	9:30	10:00	10:30	11:00	11:30	12:15	12:45	13:15	13:45	14:15
Dickens & 90 Street	0:02	0:03		9:02	9:33	10:03	10:33	11:03	11:33	12:18	12:48	13:18	13:48	14:18
Stella Maris House	0:05	0:05		9:07	9:38	10:08	10:38	11:08	11:38	12:23	12:53	13:23	13:53	14:23
Collins Av./87 St.	0:03	0:03		9:10	9:41	10:11	10:41	11:11	11:41	12:26	12:56	13:26	13:56	14:26
Community Center	0:02	0:02		9:12	9:43	10:13	10:43	11:13	11:43	12:28	12:58	13:28	13:58	14:28
Surfside Publix	0:03	0:03		9:15	9:46	10:16	10:46	11:16	11:46	12:31	13:01	13:31	14:01	14:31
Bay Harbor Islands Library	0:05	0:06		9:20	9:52	10:22	10:52	11:22	11:52	12:37	13:07	13:37	14:07	14:37
Surfside Publix	0:05	0:06		9:25	9:58	10:28	10:58	11:28	11:58	12:43	13:13	13:43	14:13	14:43
Total Hours = 5:43														

Alternative 1 Saturday and Sunday

Bal Harbour Shuttle								
TimePoints	Headways @ Publix	1:00	1:00	1:15	1:10	1:10	1:10	
Surfside Publix		9:00	10:00	11:00	12:15	13:25	14:35	15:45
Collins & 96 Street		9:05	10:05	11:05	12:21	13:31	14:41	15:51
10245 Collins Ave.		9:07	10:07	11:07	12:24	13:34	14:44	15:54
Collins & 169 St.		9:13	10:13	11:13	12:30	13:40	14:50	16:00
Aventura Mall		9:24	10:24	11:24	12:43	13:53	15:03	16:13
Sunny Isles Library		9:32	10:32	11:32	12:52	14:02	15:12	16:22
170 St. & Collins Av.		9:35	10:35	11:35	12:55	14:05	15:15	16:25
Bal Harbour Collins Apts.		9:44	10:44	11:44	13:06	14:16	15:26	16:36
Collins & 96 Street		9:48	10:48	11:48	13:10	14:20	15:30	16:40
10245 Collins Ave.		9:50	10:50	11:50	13:13	14:23	15:33	16:43
Bal Harbour Shops		9:54	10:54	11:54	13:17	14:27	15:37	16:47
Surfside Publix		9:58	10:58	11:58	13:21	14:31	15:41	16:51
Total Hours = 7:51								

Alternative 1A Weekday

Surfside Shuttle																
TimePoints	Headways @ Publix	0:30	0:30	0:30	0:30	0:30	0:45	0:35	0:35	0:35	0:35	0:35	0:35	0:35	0:35	0:35
Surfside Publix		9:00	9:30	10:00	10:30	11:00	11:30	12:15	12:50	13:25	14:00	14:35	15:10	15:45	16:20	16:55
Dickens & 90 Street		9:03	9:33	10:03	10:33	11:03	11:33	12:18	12:53	13:28	14:03	14:38	15:13	15:48	16:23	16:58
Stella Maris House		9:07	9:38	10:08	10:38	11:08	11:38	12:23	12:58	13:33	14:08	14:43	15:18	15:53	16:28	17:03
Collins Av./87 St.		9:10	9:41	10:11	10:41	11:11	11:41	12:26	13:01	13:36	14:11	14:46	15:21	15:56	16:31	17:06
Community Center		9:12	9:43	10:13	10:43	11:13	11:43	12:29	13:04	13:39	14:14	14:49	15:24	15:59	16:34	17:09
Surfside Publix		9:16	9:47	10:17	10:47	11:17	11:47	12:33	13:08	13:43	14:18	14:53	15:28	16:03	16:38	17:13
Bay Harbor Islands Library		9:21	9:53	10:23	10:53	11:23	11:53	12:40	13:15	13:50	14:25	15:00	15:35	16:10	16:45	17:20
Surfside Publix		9:26	9:58	10:28	10:58	11:28	11:58	12:46	13:21	13:56	14:31	15:06	15:41	16:16	16:51	17:26
Total Hours = 8:26																

Bal Harbour Shuttle								
TimePoints	Headways @ Publix	1:00	1:00	1:15	1:10	1:10	1:10	
Surfside Publix		9:00	10:00	11:00	12:15	13:25	14:35	15:45
Collins & 96 Street		9:05	10:05	11:05	12:21	13:31	14:41	15:51
10245 Collins Ave.		9:07	10:07	11:07	12:24	13:34	14:44	15:54
Collins & 169 St.		9:14	10:14	11:14	12:31	13:41	14:51	16:01
Aventura Mall		9:25	10:25	11:25	12:44	13:54	15:04	16:14
Sunny Isles Library		9:33	10:33	11:33	12:52	14:02	15:12	16:22
170 St. & Collins Av.		9:36	10:36	11:36	12:55	14:05	15:15	16:25
Bal Harbour Collins Apts.		9:44	10:44	11:44	13:05	14:15	15:25	16:35
Collins & 96 Street		9:48	10:48	11:48	13:09	14:19	15:29	16:39
10245 Collins Ave.		9:50	10:50	11:50	13:12	14:22	15:32	16:42
Bal Harbour Shops		9:54	10:54	11:54	13:16	14:26	15:36	16:46
Surfside Publix		9:58	10:58	11:58	13:20	14:30	15:40	16:50
Total Hours = 7:50								

Bay Harbor Islands Shuttle		Headways @ Publix	1:00	1:00	1:00	1:15	1:05	1:05	1:05
Surfside Publix		9:00	10:00	11:00	12:00	13:15	14:20	15:25	16:30
Saks Bal Harbour Shops		9:05	10:05	11:05	12:06	13:21	14:26	15:31	16:36
Town Hall		9:08	10:08	11:08	12:09	13:24	14:29	15:34	16:39
Island Point		9:11	10:11	11:11	12:12	13:27	14:32	15:37	16:42
Blair House		9:14	10:14	11:14	12:15	13:30	14:35	15:40	16:45
1077 95 Street (Library)		9:16	10:16	11:16	12:17	13:32	14:37	15:42	
96 Street & East Broadview		9:18	10:18	11:18	12:19	13:34	14:39	15:44	
NE 123 St. & Biscayne Blvd		9:22	10:22	11:22	12:24	13:39	14:44	15:49	
Biscayne Blvd. & NE 135 Street		9:24	10:24	11:24	12:26	13:41	14:46	15:51	
Target (EOL)		9:28	10:28	11:28	12:31	13:46	14:51	15:56	
NE 123 St. & Biscayne Blvd (Walgreens)		9:34	10:34	11:34	12:38	13:53	14:58	16:03	
96 Street & East Broadview		9:38	10:38	11:38	12:42	13:57	15:02	16:07	
Town Hall		9:41	10:41	11:41	12:46	14:01	15:06	16:11	
Island Point		9:44	10:44	11:44	12:49	14:04	15:09	16:14	
Blair House		9:47	10:47	11:47	12:52	14:07	15:12	16:17	
1077 95 Street (Library)		9:49	10:49	11:49	12:54	14:09	15:14	16:19	
Surfside Publix		9:56	10:56	11:56	13:02	14:17	15:22	16:27	
Total Hours = 7:45									

Alternative 1A Saturday

Surfside Shuttle									
TimePoints	Headways @ Publix	0:30	0:30	0:30	0:30	0:45	0:30	0:30	
Surfside Publix		9:00	9:30	10:00	10:30	11:00	11:45	12:15	12:45
Dickens & 90 Street		9:02	9:33	10:03	10:33	11:03	11:48	12:18	12:48
Stella Maris House		9:07	9:38	10:08	10:38	11:08	11:53	12:23	12:53
Collins Av./87 St.		9:10	9:41	10:11	10:41	11:11	11:56	12:26	12:56
Community Center		9:12	9:43	10:13	10:43	11:13	11:58	12:28	12:58
Surfside Publix		9:15	9:46	10:16	10:46	11:16	12:01	12:31	13:01
Bay Harbor Islands Library		9:20	9:52	10:22	10:52	11:22	12:07	12:37	13:07
Surfside Publix		9:25	9:58	10:28	10:58	11:28	12:13	12:43	13:13
Total Hours = 4:13									

Alternative 1A Saturday and Sunday

Bal Harbour Shuttle								
TimePoints	Headways @ Publix	1:00	1:00	1:15	1:10	1:10	1:10	
Surfside Publix		9:00	10:00	11:00	12:15	13:25	14:35	15:45
Collins & 96 Street		9:05	10:05	11:05	12:21	13:31	14:41	15:51
10245 Collins Ave.		9:07	10:07	11:07	12:24	13:34	14:44	15:54
Collins & 169 St.		9:13	10:13	11:13	12:30	13:40	14:50	16:00
Aventura Mall		9:24	10:24	11:24	12:43	13:53	15:03	16:13
Sunny Isles Library		9:32	10:32	11:32	12:52	14:02	15:12	16:22
170 St. & Collins Av.		9:35	10:35	11:35	12:55	14:05	15:15	16:25
Bal Harbour Collins Apts.		9:44	10:44	11:44	13:06	14:16	15:26	16:36
Collins & 96 Street		9:48	10:48	11:48	13:10	14:20	15:30	16:40
10245 Collins Ave.		9:50	10:50	11:50	13:13	14:23	15:33	16:43
Bal Harbour Shops		9:54	10:54	11:54	13:17	14:27	15:37	16:47
Surfside Publix		9:58	10:58	11:58	13:21	14:31	15:41	16:51
Total Hours = 7:51								

AGENDA ITEM REPORT

October 28, 2020

ITEM NUMBER: 13.

ITEM: Discussion requested by Council Member Reid regarding how we can assist the Town's Business District during the COVID-19 pandemic.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Marante Siegel, Town Clerk

ATTACHMENTS

1. article - lincoln road



Lincoln Road Launches PopUp Program

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Lincoln Road Launches PopUp Program

Lincoln Road Launches PopUp Program; Aims to Attract Eclectic Brands & Cultural Institutions with Reduced Rates and Prime Real Estate

The Lincoln Road Business Improvement District (BID), in partnership with the Road's property owners, target emerging brands, museums, and seasonal concepts to activate available storefronts and drive foot traffic to the restaurants and retailers situated along the open-air pedestrian promenade.

MIAMI, FL – September 10, 2020 – Although the popup retail concept was vastly popular pre-pandemic, the Lincoln Road District and Miami Beach's brokerage community have since discovered that this trendy-yet-temporary retail model is even more suitable for today's COVID climate.

[CLICK HERE FOR THE LINCOLN ROAD POPUP PROGRAM APPLICATION](#)

As major brands continue to downsize their operations worldwide, the Lincoln Road Business Improvement (BID), in partnership with the Road's property owners, have remained innovative and agile – leveraging the Road's available space to lure in burgeoning brands, cultural organizations, and emerging eateries, through a newly launched retail popup program. By promoting prime real estate and offering potential tenants 90-day leases at discounted rates, the open-air promenade is activating storefronts, generating opportunities for local entrepreneurs and established brands, and driving foot traffic to Lincoln Road.

“With every obstacle comes opportunity. Through the Lincoln Road District's new retail popup program, we are able to offer artists, innovators, and trendsetters a piece of the city's most premier real estate as a springboard to launch their brand, refine their retail concept or test the waters at a brick-and-mortar location” **says Tim Schmand, executive director of the Lincoln Road Business**

Improvement District. “This symbiotic relationship breathes new life into Lincoln Road, creates fleeting moments of excitement for our locals and visitors, and economically supports our business community.”

While tenants and landlords are able to negotiate leasing rates, the overarching cost structure for the popup program will be based on 10% of sales or common area maintenance (CAM) charges, which vary based on the square footage of the space, plus utilities, and sales tax.

Terranova, one of South Florida's leading commercial real estate firms and a major property owner on Lincoln Road, recently announced the retail venues available for popup opportunities in its portfolio. The company has already signed two local tenants, including vintage goods store *Renegade Rustlers* and plant-centric boutique *Plant Daddy*.

Jozy DeFord, owner of Renegade Rustlers and Miami Beach resident, was the first to sign a popup lease at 805 North Lincoln Road after walking by the space and calling Terranova on a whim. Set to move in mid-October, DeFord prides herself on the boho-chic, funky, and affordable fashions soon to be available at her popup boutique. A member of the transgender community, DeFord also plans to use her new popup storefront to give back to the LGBTQ community by selling Pride products, donating a percentage of her proceeds to numerous charities including Pride, Lotus House, Survivors Pathway, Pridelines, and more, and aligning her brand with like-minded organizations that nurture and support a variety of congruent causes.

“My business evolved nearly three decades ago when I first began selling my merchandise at the Antique and Collectable Market on Lincoln Road – I immediately felt inspired by the Road's vibrant architecture, energetic spirit, and the interesting people coming from all walks of life,” **said Jozy Deford, owner of Renegade Rustlers.** “When I first decided to open a storefront popup, I reached out to various locations in Wynwood and Little Haiti, but everyone was dragging their feet – with Terranova, my experience in securing my first popup location has been seamless. I'm excited to begin operating on Lincoln Road and embracing a community that's as artistically driven, eclectic, and diverse as Renegade Rustlers is.”

In an effort to attract and retain new businesses while activating empty storefronts, Miami Beach introduced a pop-up special event permit in 2019 to allow businesses to expedite their opening process. The permit removes the barriers of signing a long-term lease and can be issued for a maximum of 90 days for the same applicant. The quick turnaround on approval and low entry costs have made the activation of available retail space on Lincoln Road more palatable for potential tenants seeking popup venues.

With available retail venues ranging in size from 260 to 10,000 square feet, businesses interested in learning more about the popup program can fill out a simple [submission form](#) on the Lincoln Road BID's website detailing their popup concept, desired square footage and location, and contact information. The Lincoln Road BID will then share the information with the Road's property owners and leasing agents who will contact the potential tenant directly.

To learn more about the new retailers, restaurants, cultural events, and fitness activations on Lincoln Road, please visit www.lincolnrld.com or follow the Lincoln Road BID on [Facebook](#), [Twitter](#), and [Instagram](#) @LincolnRd.