

RESOLUTION NO. 14 - 2276

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AMENDMENT NUMBER ONE TO THE INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE TRANSIT AGENCY AND THE TOWN OF SURFSIDE TO ASSIGN THE TOWN ALL MAINTENANCE RESPONSIBILITIES FOR THREE (3) BUS SHELTERS; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (“Town”) and the Miami-Dade County entered into an Interlocal Agreement for Federal Funding with the American Recovery and Reinvestment Act (ARRA) of 2009 Federal Transit (FTA 5307) for the Town to Install Bus Shelters; and

**WHEREAS**, the Miami-Dade County installed three Bus Shelters at the following locations: Collins Avenue at NE 96 Street (NB-NS); Collins Avenue at NE 93 Street (NB-NS) and Harding Avenue at NE 90 Street (SB-NS); and

**WHEREAS**, all maintenance responsibilities, pertaining to the Bus Shelters indicated above, will be assigned to the Town in perpetuity (See Attachment “A” Amendment Number One to the Interlocal Agreement for Federal Funding with the American Recovery and Reinvestment Act (ARRA) of 2009 Federal Transit (FTA 5307) for the Town to install Bus Shelters).

**WHEREAS**, it is in the best interest of the Town to approve the Amendment Number One.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** That the above-stated recitals are hereby adopted and confirmed.

**Section 2. Authorization.** The Town Commission hereby authorizes the Town Manager to execute the Amendment Number One (See Attachment “A” Amendment Number One to the Interlocal Agreement for Federal Funding with the American Recovery and Reinvestment Act (ARRA) of 2009 Federal Transit (FTA 5307) for the Town to install Bus Shelters).

**Section 3. Implementation.** The Town Manager and the Public Works Director are hereby authorized to take any and all action necessary to implement this Resolution and Amendment Number One in accordance with the terms, conditions and purpose of this Resolution and Amendment Number One.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 9<sup>th</sup> day of December, 2014.

Motion by Commissioner Cohen,

Second by Commissioner Olchyk.

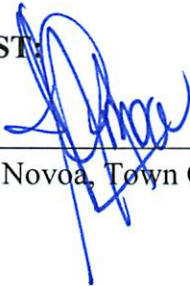
**FINAL VOTE ON ADOPTION**

Commissioner Barry Cohen	<u>yes</u>
Commissioner Michael Karukin	<u>Absent</u>
Commissioner Marta Olchyk	<u>yes</u>
Vice Mayor Eli Tourgeman	<u>yes</u>
Mayor Daniel Dietch	<u>yes</u>



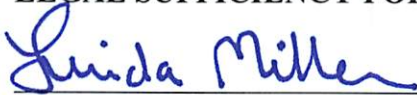
Daniel Dietch, Mayor

**ATTEST:**



Sandra Novoa, Town Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**



Linda Miller, Town Attorney

10/20/2021

HP

Commissioner (John)  
Department of Health

to  
to  
to  
to

Dear Commissioner,  
I am writing to you regarding  
the current situation in  
the state of New York.

Very truly yours,  
Eric Miller

Eric Miller

Eric Miller

**Amendment Number One**

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

This **AMENDMENT NUMBER One**, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between **TOWN OF SURFSIDE** a municipal corporation of the State of Florida, hereinafter called the 'TOWN', and **Miami-Dade County**, a political subdivision of the State of Florida, acting by and through Miami-Dade Transit (MDT), hereinafter called the 'County'.

**RECITALS:**

**WHEREAS**, the **TOWN**, and the **COUNTY** entered into an Interlocal Agreement for Federal Funding with the American Recovery and Reinvestment Act (ARRA) of 2009 Federal Transit (FTA 5307) for the Town to Install Bus Shelters, on September 1, 2010; hereinafter called the 'Interlocal Agreement'; and

**WHEREAS**, the parties wish to amend the **Interlocal Agreement**; and

**WHEREAS**, at the **TOWN's** request, the **COUNTY** has assumed the construction of the Shelters at locations indicated in the attached Exhibit "A" which by referenced hereto shall become a part hereof in accordance with **COUNTY CONTRACT NO. CICC7360-Plan RPQ #217022** and

**WHEREAS**, the **TOWN**, by Resolution No. 10-1945 dated July 13, 2010, attached hereto as Exhibit 'B', which by reference hereto shall become a part hereof, desires to amend the **Interlocal Agreement** and authorizes its officers to do so,

**NOW, THEREFORE**, the **Interlocal Agreement** is hereby amended as follows:

**1. GENERAL**

- a. Unless otherwise specified herein, the terms used in this **AGREEMENT**, shall be defined as provided in the "Interlocal Agreement Between Miami-Dade Transit Agency and the Town of Surfside for Federal Funding Pass-Through Arrangements with the American Recovery and Reinvestment Act (ARRA) of 2009 Federal Transit Administration (FTA 5307) for the Town to Install Bus Shelters" between the parties which enabled the ARRA funding of the construction of the new Bus Shelters which are to be maintained by **TOWN** hereunder.

b. Assignment

The TOWN and the COUNTY agree that, by executing this AGREEMENT, all maintenance responsibilities, pertaining to the Shelters at the following locations indicated in Exhibit "A" will be assigned to the TOWN in perpetuity.

TOWN shall prepare a Maintenance Plan and submit such Plan to the COUNTY, for approval.

c. County's Representative

The Miami-Dade County Transit Director or his or her designee shall be the County's representative under this AGREEMENT with authority to exercise all duties and rights of the County herein.

2. TOWN'S MAINTENANCE RESPONSIBILITIES

The TOWN shall be solely responsible for the maintenance and preservation of the BUS SHELTERS within the PROJECT LIMITS; and shall:

- a. Mow, cut and/or trim and edge the grass or turf in accordance with the latest edition of the State of Florida "Guide for Roadside Mowing", as modified or amended from time to time and the latest edition of the "Maintenance Rating Program", as modified or amended from time to time.
- b. Inspect BUS SHELTER lighting bi-monthly and repair as required.
- c. Empty adjacent Trash Containers daily and properly dispose of litter from adjacent roadway and swale.
- d. Wash and clean BUS SHELTERS and BUS SHELTER platforms, bi-annually.
- e. Properly remove and dispose of all undesirable vegetation including but not limited to weeding of plant beds and removal of invasive exotic plant materials.
- f. Maintain and make repair to concrete/asphalt surface to prevent safety hazards for those using or intending to use the BUS SHELTERS.

- g. Inspect for graffiti and immediately remove when discovered.
- h. Inspect, repair and paint periodically BUS SHELTERS.

The **TOWN** shall prepare a Maintenance Report for each inspection performed and forward a copy of the final Report to the **COUNTY**. The Report will include, but not be limited to, identifying the deficiencies found, the proposed corrective action, and a timeline to correct the deficiency.

The **TOWN** shall not dispose of the BUS SHELTER(s) or any portion thereof without prior written approval from the **COUNTY**.

The **TOWN** agrees that this **AGREEMENT** is solely for the maintenance of the subject BUS SHELTERS and no other or incidental uses are contemplated or authorized.

The **TOWN** may be subject to periodic inspections by the **COUNTY** at County's sole discretion. Such inspection findings will be shared with the **TOWN** and shall be the basis of all decisions regarding agreement termination or modification.

### 3. **MAINTENANCE DEFICIENCIES**

If, at any time while the terms of this **AGREEMENT** are in effect, it shall come to the attention of the **COUNTY** that the **TOWN** responsibility as established herein or a part thereof is not being properly accomplished pursuant to the terms of this **AGREEMENT**, the **COUNTY** may, at its option, issue a written notice, in care of the **TOWN MANAGER**, to place the **TOWN** on notice regarding its maintenance deficiencies. Thereafter, the **TOWN** shall have a period of thirty (30) calendar days within which to correct the cited deficiency or deficiencies. If said deficiencies are not corrected within this time period, the **COUNTY** may, at its option, proceed as follows:

- a. Maintain the and BUS SHELTERS or a part thereof, with **COUNTY** or contractor's personnel and invoice the **TOWN** for expenses incurred; or
- b. Terminate the Agreement in accordance with Section 5 of this Agreement and remove, by **COUNTY** or contractor's personnel, all of the improvements, installed under this Agreement or any preceding agreements and charge the **TOWN** the reasonable cost of such removal.

Notwithstanding any provision to the contrary if in the determination of the MDT Director or his or her designee the condition of the BUS SHELTERS poses a safety risk, MDT shall have the right, but not the obligation, to immediately repair and/or remove the shelter and bill the TOWN for said expenses.

#### 4. NOTICES

All notices, requests, demands, consents, approvals, and other communication which are required to be served or given hereunder, shall be in writing and shall be sent by registered mail or certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

**To the TOWN**

**Town of Surfside**  
Attn: Town Manager  
Town Hall  
9293 Harding Avenue  
Surfside, Florida 33154

**To the COUNTY:**

Miami-Dade County, Transit Department  
Attn: Director or designee  
  
701 NW 1<sup>st</sup> Court, 17<sup>th</sup> Floor  
Miami, Florida 33136

#### 5. TERMINATION

This **AGREEMENT** is subject to termination under any one of the following conditions:

- a. By the **COUNTY**, if the **TOWN** fails to perform its duties under Section 2, following thirty (30) days written notice.
- b. In accordance with section 287.058 (1) (c), Florida Statutes, the **COUNTY** shall reserve the right to unilaterally cancel this **AGREEMENT** if the **TOWN** refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the **TOWN**

pertinent to this **AGREEMENT** which are subject to provisions of Chapter 119, or the Florida Statutes.

- c. Only if mutually agreed to by both parties with a six (6) month written notice.

## 6. **TERMS**

- a. The terms of this **AGREEMENT** shall only commence upon execution by all parties. This **AGREEMENT** shall continue in perpetuity or until termination as set forth in Section 5.
- b. This writing embodies the entire **AGREEMENT** and understanding between the parties hereto and there are no other agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
- c. The MDT Director or his or her designee shall in his or her sole discretion decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this **AGREEMENT**, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his or her decision upon all claims, questions and disputes shall be final and conclusive upon parties hereto.
- d. This **AGREEMENT** is nontransferable and non-assignable in whole or in part without the prior written consent of the **COUNTY**.
- e. This **AGREEMENT**, regardless of where executed, shall be governed by and constructed in accordance with the laws of the State of Florida.

**IN WITNESS WHEREOF**, the parties have caused these presents to be executed by day and year first above written.



MIAMI-DADE COUNTY:

TOWN OF SURFSIDE

BY: \_\_\_\_\_  
COUNTY Mayor or Designee

BY: \_\_\_\_\_  
Town Manager or Designee

ATTEST: \_\_\_\_\_ (SEAL)  
COUNTY Clerk

ATTEST: \_\_\_\_\_  
TOWN Clerk

LEGAL REVIEW

APPROVED as to form and legal sufficiency:

BY: *Bruce Zibhaber*  
COUNTY Attorney

APPROVED as to form and legal sufficiency:

BY: \_\_\_\_\_  
TOWN Attorney

**EXHIBIT 'A'**  
**PROJECT LIMITS**

**Below are the BUS SHELTER locations to be maintained under this Amendment.**

**Road:**

- Collins Avenue at NE 96 Street (NB – NS)
- Collins Avenue at NE 93 Street (NB – NS)
- Harding Avenue at NE 90 Street (SB – NS)

**County:**

**Miami-Dade**

**EXHIBIT 'B'**  
**CITY RESOLUTION**

RESOLUTION No. 10-1945

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE TOWN TO ENTER INTO AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY TRANSIT AUTHORITY TO PURCHASE AND INSTALL BUS SHELTERS ON COLLINS AND HARDING AVENUES USING STIMULUS FUNDS, AUTHORIZING THE TOWN MANAGER TO EXECUTE ALL PURCHASE ORDERS OR OTHER REQUIRED DOCUMENTATION; AUTHORIZING THE TEMPORARY DISBURSEMENT OF FUNDS TO PAY FOR REQUIRED PERMIT FEES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside's Public Works Department (PWD) has determined that the installation of bus stop shelters along Collins and Harding Avenues will enhance public transportation facilities along the Town's main corridors.

WHEREAS, the Town's PWD has worked with the Miami-Dade County Transit Agency (MDTA) to apply the Town's American Recovery and Reinvestment Act (ARRA) funds allocation of \$55,291.00 towards the installation of bus shelters.

WHEREAS, the MDTA has prepared a mutually agreed upon interlocal agreement whereby the Agency will administer and oversee the bus shelter procurement, engineering, and installation process.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA,

Section 1.     Recitals.     That the above and foregoing recitals are true and correct and are incorporated herein by reference.

**Section 2. Authorization to enter into an interlocal agreement.** The Town Commission hereby authorizes the Town to enter into an the attached interlocal agreement with the MDTA to install two (2) bus stop shelters at a cost not to exceed \$55,291.00. The construction is an ARRA project and will be directly paid for by the MDTA with the exception of permit fees which will be reimbursed to the Town.

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


**Section 4. Effective Date.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 13 day of July, 2010.

Motion by Commissioner Kopelman, second by Commissioner Karukin.

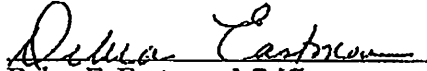
FINAL VOTE ON ADOPTION

Commissioner Michael Karukin	<u>Yes</u>
Commissioner Edward Kopelman	<u>Yes</u>
Commissioner Marta Olchyk	<u>Yes</u>
Vice Mayor Joseph Graubart	<u>Yes</u>
Mayor Daniel Dietch	<u>Yes</u>


  
\_\_\_\_\_  
Daniel Dietch, Mayor

Resolution No. 10-1945

ATTEST:

  
Debra E. Eastman, MMC  
Town Clerk

APPROVED AND TO FORM AND  
LEGAL SUFFICIENCY FOR  
THE TOWN OF SURFSIDE ONLY:

  
Lynn M. Dannheisser  
Town Attorney

Resolution No. 10-1945