

RESOLUTION NO. 2019- 2647

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING (“MOU”) WITH THE VILLAGE OF BAL HARBOUR AND THE TOWN OF BAY HARBOR ISLANDS RELATED TO THE ASSESSMENT OF SHUTTLE BUS SERVICES BY THE LEHMAN CENTER FOR TRANSPORTATION RESEARCH AT FLORIDA INTERNATIONAL UNIVERSITY; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 13, 2017, the Town of Surfside (“Town”) Commission adopted Resolution No. 2017-2477 approving a Memorandum of Understanding with the Village of Bal Harbour (“Bal Harbour”) and the Town of Bay Harbor Islands (“Bay Harbor Islands”) for the purpose of retaining the Lehman Center for Transportation Research (LCTR) at Florida International University (FIU) to research and assess the development of a more cost-effective interlocal shuttle bus operation and transit routing among the three cities (“Interlocal Shuttle System”) that better meets the needs of residents, business users and visitors; and

WHEREAS, the LCTR has studied the Interlocal Shuttle System and has issued a Final Report dated October 2019 (the “LCTR Report”); and

WHEREAS, the Town, Bal Harbour, and Bay Harbor Islands (collectively, the “Parties”) wish to amend the MOU to continue evaluating the LCTR Report, provide a Joint Recommendation (the “Joint Recommendation”) to their respective governing bodies for adoption, and work together to implement the adopted Joint Recommendations, all as provided for in the First Amendment to the MOU attached hereto as Exhibit “A”; and

WHEREAS, the Town Commissions finds that the First Amendment is in the best interest and welfare of the Town.

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 true and correct and are incorporated herein by this reference.

Section 2. Approval. That the Town Commission approves the First Amendment in substantially the form attached hereto as Exhibit “A.”

Section 3. Authorization. That the Town Manager is hereby authorized to execute the First Amendment in substantially the form attached hereto as Exhibit "A," subject to approval by the Town Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. That the Town Manager and/or his designee is authorized to take any and all action reasonably necessary to implement the purposes of this Resolution and the First Amendment.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED on this 12th day of November, 2019.

Moved By: Commissioner Karukin

Second By: Vice Mayor Gielchinsky

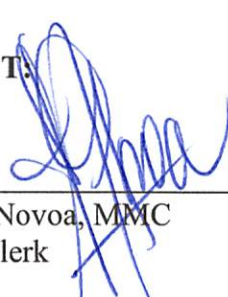
FINAL VOTE ON ADOPTION

Commissioner Barry Cohen	<u>Yes</u>
Commissioner Michael Karukin	<u>Yes</u>
Commissioner Tina Paul	<u>Yes</u>
Vice Mayor Daniel Gielchinsky	<u>Yes</u>
Mayor Daniel Dietch	<u>Yes</u>



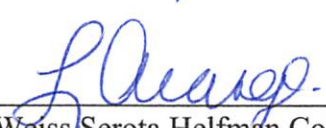
Daniel Dietch
Mayor

ATTEST:



Sandra Novoa, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**



Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

**AMENDMENT NO.1 TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
TOWN OF SURFSIDE, FLORIDA,
VILLAGE OF BAL HARBOUR, FLORIDA,
AND
THE TOWN OF BAY HARBOR ISLANDS
INTERLOCAL SHUTTLE**

This **AMENDMENT NO. 1 (“First Amendment”)** to **MEMORANDUM OF UNDERSTANDING** is entered into this ___ day of _____, 2019 by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (“Surfside”), **VILLAGE OF BAL HARBOUR**, a Florida municipal corporation (“Bal Harbour”) and the **TOWN OF BAY HARBOR ISLANDS**, a Florida municipal corporation (“Bay Harbor Islands”). Surfside, Bal Harbour, and Bay Harbor Islands shall each hereinafter be referred to as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Parties entered into an MOU dated December 14, 2017 (the “MOU”) wherein the Parties agreed to engage the Lehman Center for Transportation Research (LCTR) at Florida International University (FIU) to research and assess the development of a more cost-effective interlocal shuttle bus operation and transit routing in Surfside, Bal Harbour and Bay Harbor Islands (“Interlocal Shuttle System”) that better meets the needs of residents, business users and visitors (“Services”); and

WHEREAS, the LCTR has studied the Interlocal Shuttle System and has issued a Final Report dated October 2019 (the “LCTR Report”); and

WHEREAS, the Parties wish to continue evaluating the Report, provide a Joint Recommendation (the “Joint Recommendation”) to their respective governing bodies for adoption, and work together to implement the adopted Joint Recommendations; and

WHEREAS, the Parties wish to amend the MOU to provide for continued joint collaborative efforts, as provided for herein.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained therein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed and covenanted, under seal, by and between the Parties to this First Amendment, as follows:

1. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein.
2. **Amendment of Paragraph 4 of the MOU.** Paragraph 4 of the MOU is deleted in its entirety and replaced as follows:
 4. **Interlocal Shuttle System.** The Parties agree to jointly evaluate LCTR's report and recommendations dated October 2019 ("LCTR Report") attached hereto as Exhibit "B." The Parties will submit a Joint Recommendation based on LCTR's Report to their respective governing bodies for adoption. Once adopted, the Parties will collaborate to implement the Joint Recommendations.
3. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this First Amendment and the terms and provisions of the MOU, the terms and provisions of this First Amendment shall control.
4. **MOU Ratified.** Except as otherwise specifically set forth or modified herein, all terms in the MOU are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.
5. **Defined Terms.** All initial capitalized terms used in this First Amendment shall have the same meaning as set forth in the MOU unless otherwise provided.
6. **Counterparts.** This First Amendment may be executed in counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, the Town of Surfside, Village of Bal Harbour and Town of Bay Harbor Islands have each executed this First Amendment as of the day and year written below their signatures.

TOWN OF SURFSIDE, FLORIDA,
A Florida municipal corporation

Guillermo Olmedillo, Town Manager

Date Executed: _____

ATTEST:

Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Town Attorney

IN WITNESS WHEREOF, the Town of Surfside, Village of Bal Harbour and Town of Bay Harbor Islands have each executed this First Amendment as of the day and year written below their signatures.

VILLAGE OF BAL HARBOUR, FLORIDA,
A Florida municipal corporation

Jorge M. Gonzalez, Village Manager

Date Executed: _____

ATTEST:

Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney

IN WITNESS WHEREOF, the Town of Surfside, Village of Bal Harbour and Town of Bay Harbor Islands have each executed this First Amendment as of the day and year written below their signatures.

TOWN OF BAY HARBOR ISLANDS, FLORIDA,
A Florida municipal corporation

Ronald J. Wasson, Town Manager

Date Executed: _____

ATTEST:

Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Town Attorney