

Amendment Number One

Interlocal Agreement between Miami-Dade Transit Agency and the City of North Miami for Federal Funding Pass-Through Arrangements with the American Recovery and Reinvestment Act (ARRA) of 2009 Federal Transit Administration (FTA 5307) for the City to Install Bus Shelter, Bicycle Racks, Lockers and a Transit Hub

This **AMENDMENT NUMBER One**, entered into this 21st day of April 2014, by and between **CITY OF NORTH MIAMI** a municipal corporation of the State of Florida, hereinafter called the '**CITY**', 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 **CITY**, 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 City to Install Bus Shelters, Bicycle Racks, Lockers and a Transit Hub on December 28 2009; hereinafter called the '**Interlocal Agreement**'; and

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

WHEREAS, at the **CITY's** request, the **COUNTY** has assumed the construction of Shelters and Bicycle Racks at locations indicated in the attached Exhibit "A", which by reference hereto shall become a part hereof and in accordance with **COUNTY CONTRACT NO. CICC7360-Plan RPQ #193823**; and

WHEREAS, the **CITY**, by Resolution No. R-2009-152, dated October 27, 2009, 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 City of North Miami for Federal Funding Pass-Through Arrangements with the American Recovery and Reinvestment Act (ARRA) of 2009 Federal Transit (FTA 5307) for the City to Install Bus Shelters, Bicycle Racks, Lockers and a Transit Hub"

between the parties which enabled the ARRA funding of the construction of the Bus Shelters and the furnishing of bicycle racks installed by the CITY which are to be maintained by CITY hereunder.

b. Assignment

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

CITY 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. CITY'S MAINTENANCE RESPONSIBILITIES

The CITY shall be solely responsible for the maintenance and preservation of the BUS SHELTERS and BICYCLE RACKS, 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 both BUS SHELTERS, BUS SHELTER platforms, BICYCLE RACKS and BICYCLE RACKS 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 and BICYCLE RACKS.
- g. Inspect for graffiti and immediately remove when discovered.
- h. Inspect, repair and paint periodically BUS SHELTERS.
- i. Inspect BICYCLE RACKS and repair periodically. If thermoplastic is damaged, repair the thermoplastic covering.

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

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

The **CITY** may be subject to periodic inspections by the **COUNTY** at County's sole discretion. Such inspection findings will be shared with the **CITY** 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 **CITY's** 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 **CITY MANAGER**, to place the **CITY** on notice regarding its maintenance deficiencies. Thereafter, the **CITY** 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 BUS SHELTERS and BICYCLE RACKS, or a part thereof, with **COUNTY** or contractor's personnel and invoice the **CITY** 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 **CITY** 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 SHELTER and BICYCLE RACKS poses a safety risk, MDT shall have the right, but not the obligation, to immediately repair and/or remove the shelter and bill the **CITY** 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 CITY:

City of North Miami
Attn: City Manager
776 NE 125th Street
4th Floor
North Miami, Florida 33161

To the COUNTY:

Miami-Dade County, Transit Department
Attn: Director or designee
701 NW 1st Court, 17th 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 **CITY** 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 **CITY** refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the **CITY** 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

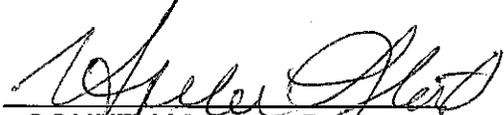
- a. The terms of this **AGREEMENT** shall only commence upon execution by all parties. This **AGREEMENT** shall continue in perpetuity or until termination as set forth in Section 5.
- b. This writing embodies the entire **AGREEMENT** and understanding between the parties hereto and there are no other 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.

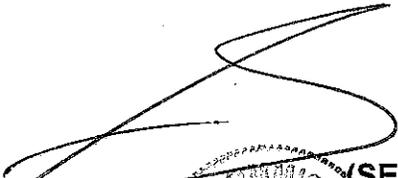
IN WITNESS WHEREOF, the parties have caused these presents to be executed by day and year first above written.

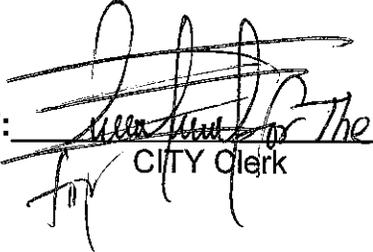
MIAMI-DADE COUNTY:

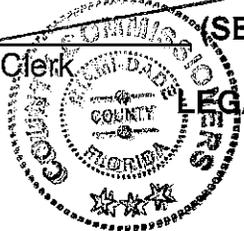
CITY OF North Miami

BY: 
COUNTY Mayor or Designee

BY: 
CITY Manager or Designee

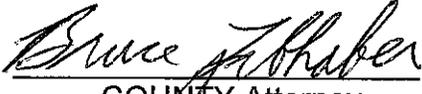
ATTEST:  (SEAL)
COUNTY Clerk

ATTEST: 
CITY Clerk



LEGAL REVIEW

APPROVED as to form and legal sufficiency:

BY: 
COUNTY Attorney

APPROVED as to form and legal sufficiency:

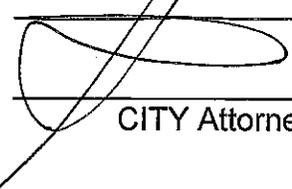
BY: 
CITY Attorney

EXHIBIT 'A'
PROJECT LIMITS

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

Road:

- NE 151 Street at Biscayne Blvd (EB – FS)
- NE 151 Street at Biscayne Blvd (WB – NS)
- Biscayne Blvd at NE 151 Street (NB – FS)
- Biscayne Blvd at NE 135 Street NB – NS)
- Biscayne Blvd at NE 135 Street (SB – FS)
- NE 135 Street at Biscayne Blvd (WB – FS)
- Biscayne Blvd at NE 127 Street (SB – NS)
- NE 6 Avenue at NE 137 Street (NB-FS)
- NE 6 Avenue at NE 135 Street (SB – NS)
- NE 135 Street at NE 6 Avenue (WB – FS)
- NE 6 Avenue and NE 128 Street (NB – FS)
- NW 135 Street at NW 7 Avenue (EB – NS)
- NW 7 Avenue at NW 127 Street (SB – FS)
- NW 125 Street at NW 7 Avenue (EB – NS)
(to be installed by the City of North Miami
no later than 12/31/2014)
- NW 7 Avenue at NW 125 Street (SB – FS)
- NE 125 Street at NE 13 Avenue (EB – NS)
- NE 125 Street at NE 13 Avenue (WB – NS)
- NE 123 Street at NE 15 Avenue (WB – FS)
- NE 123 Street at NE 15 Avenue (EB – FS)
- NE 123 Street at NE 16 Avenue (EB – FS)

Below are the BICYCLE RACKS locations to be maintained under this Amendment.

Road:

- NE 135 Street at NE 16 AVENUE (WB – NS)
- NE 135 Street at NE 14 Avenue (WB – NS)
- NE 135 Street at NE 12 Avenue (WB – NS)
- NE 135 Street at West Dixie Highway (WB – NS)

Bicycle Racks locations (cont.)

- NE 135 Street at West Dixie Highway (EB – NS)
- NE 135 Street at NE 4 Avenue (WB – FS)
- NE 135 Street at NE 2 Court (EB – FS)
- 2228 NE 123 Street (EB)
- NE 123 Street at San Souci Blvd (WB – NS)
- NE 123 Street at NE 19 Avenue (EB – NS)
- NE 123 Street at NE 18 Avenue (WB – NS)
- NE 123 Street at Biscayne Blvd (WB – FS)
- NE 123 Street at NE 14 Avenue (EB – FS)
- NE 125 Street at NE 11 Place (WB – NS)
- NE 125 Street at NE 11 Place (EB – NS)
- NE 125 Street at NE 10th Avenue (EB – FS)
- NE 125 Street at Griffing Blvd (EB – FS)
- NE 125 Street at Griffing Blvd (WB – NS)
- NE 125 Street at NE 2 Avenue (WB – NS)
- NE 125 Street at North Miami Avenue (WB – NS)
- NW 125 Street at North Miami Avenue (EB – NS)
- NE 12 Avenue at NE 127 Street (SB – FS)
- NE 12 Avenue at NE 128 Street (NB – NS)
- NE 12 Avenue at NE 132 Street (SB – NS)
- NE 12 Avenue at NE 134 Street (SB-FS)
- West Dixie Highway at 123 Street (SB – FS)
- West Dixie Highway at Griffing Blvd (NB – FS)
- Biscayne Blvd at NE 135 Street (NB – NS)
- Biscayne Blvd at NE 151 Street (NB – FS)
- Biscayne Blvd at NE 135 Street (SB – FS)
- Biscayne Blvd at NE 127 Street (SB – NS)
- NE 6 Avenue at NE 127 Street (NB – FS)
- NE 6 Avenue at NE 137 Street (NB –FS)
- NE 6 Avenue at NE 135 Street (SB – NS)
- NE 123 Street at NE 15 Avenue (WB – FS)
- NE 123 Street at NE 15 Avenue (EB – NS)
- NE 123 Street at NE 16 Avenue (EB – FS)
- NE 125 Street at NE 13 Avenue (EB – NS)
- NE 125 Street at NE 13 Avenue (WB – NS)
- NE 151 Street at Biscayne Blvd (EB – FS)

Bicycle Racks locations (cont.)

- NE 151 Street at Biscayne Blvd (WB – NS)
- NE 135 Street at NE 14 Avenue (EB – FS)
- NE 12 Avenue at NE 131 Street (NB – FS)
- NE 16 Avenue at NE 123 Terrace (NB – FS)
- NE 16 Avenue at NE 130 Street (SB – NS)

Agreement Limits: **Limited to the addresses indicated above**

County: **Miami-Dade**

EXHIBIT 'B'
CITY RESOLUTION

RESOLUTION NO. R-2009-152

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AND EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF NORTH MIAMI AND MIAMI-DADE TRANSIT FOR FEDERAL FUNDING PASS-THROUGH ARRANGEMENTS WITH THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) OF 2009 FEDERAL TRANSIT ADMINISTRATION (FTA 5307) FOR THE CITY TO PURCHASE AND INSTALL BUS SHELTERS AND ASSOCIATED BICYCLE PARKING; PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.

WHEREAS, the 2009 American Recovery and Reinvestment Act allocated \$69.8 million to Miami-Dade County agencies, with 20% of that allocated by the Metropolitan Planning Organization to go to the municipalities; and

WHEREAS, based on North Miami's population, the City's allocation is Five Hundred Seventy Thousand Eighty-Eight Dollars (\$570,088); and

WHEREAS, Miami-Dade Transit, an Urbanized Area Formula Program grantee, agrees to pass-through Federal Transit Administration (FTA 5307) American Recovery and Reinvestment Act (ARRA) funding for the City of North Miami, a designated FTA recipient; and

WHEREAS, the City will provide improved public transportation services by purchasing and installing bus shelters and associated bicycle parking to benefit local residents and businesses within the City of North Miami; and

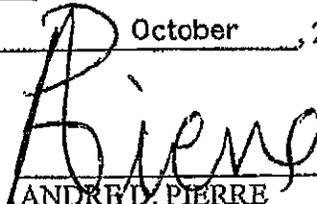
WHEREAS, the Mayor and City Council wish to approve this resolution and authorize the City Manager to negotiate and execute an Interlocal Agreement between the City of North Miami and Miami-Dade Transit.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

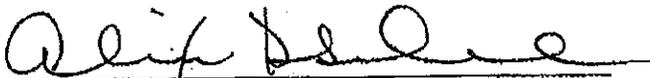
Section 1. Authority of City Manager and City Attorney. The City Manager and City Attorney are authorized and directed to negotiate, execute and deliver an Interlocal Agreement between the City of North Miami and Miami-Dade Transit in the substantial format attached and identified hereto as "Exhibit A," and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Resolution.

Section 2. Effective Date. This Resolution shall be effective upon adoption.

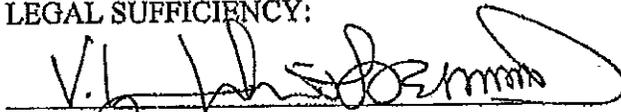
PASSED AND ADOPTED by a 5-0 vote of the Mayor and City Council of the City of North Miami, Florida, this 27 day of October, 2009.


ANDRE D. PIERRE
MAYOR

ATTEST:


ALIX DESULME
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


V. LYNN WHITFIELD
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Councilman Galvin

Seconded by: Councilman Blynn

Vote:

Mayor Andre D. Pierre	<u>X</u>	(Yes)	<u> </u>	(No)
Vice Mayor Marie Erlande Steril	<u>X</u>	(Yes)	<u> </u>	(No)
Councilperson Michael R. Blynn	<u>X</u>	(Yes)	<u> </u>	(No)
Councilperson Scott Galvin	<u>X</u>	(Yes)	<u> </u>	(No)
Councilperson Jean Rodrigue Marcellus	<u>X</u>	(Yes)	<u> </u>	(No)