

**Amendment Number One**

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

This **AMENDMENT NUMBER One**, entered into this 8<sup>th</sup> day of September 2016, by and between **CITY OF DORAL** a municipal corporation of the State of Florida (the "CITY"), and **Miami-Dade County**, a political subdivision of the State of Florida (the "County"), acting by and through **Miami-Dade County Transit ("MDT")**. The **CITY** and the **COUNTY** may be referred to individually as a "Party" or collectively as the "Parties."

**RECITALS:**

**WHEREAS**, the **CITY** and the **COUNTY**, on June 7, 2010, 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 (the "INTERLOCAL AGREEMENT"); and

**WHEREAS**, the parties wish to amend the **INTERLOCAL AGREEMENT** by way of this **Amendment Number One** (the "AMENDMENT"); and

**WHEREAS**, at the **CITY's** request, the **COUNTY** has assumed the construction of the Shelters at locations indicated in the attached Exhibit 'A', which is incorporated herein and made a part hereof by this reference and being executed in accordance with **COUNTY CONTRACT NO. CICC7360-Plan RPQ#224199** and

**WHEREAS**, the **CITY**, by Resolution No. 10-76, dated May 12, 2010, attached hereto as Exhibit "B", which is incorporated herein and made a part hereof by this reference, 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 of this **AMENDMENT**, shall be defined as provided in, and construed in accordance with, the

Interlocal Agreement which enabled the ARRA funding of the construction of the Bus Shelters and provided for same to be maintained by the CITY.

b. Assignment

The CITY and the COUNTY agree that, by executing this AMENDMENT, all maintenance responsibilities, pertaining to the Shelters at the locations indicated in Exhibit "A" shall 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 MDT Director or his/her designee shall be the County's representative under this AMENDMENT 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 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" and the latest edition of the "Maintenance Rating Program," as may be 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 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; and
- h. Inspect, repair and paint periodically BUS SHELTERS.

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, the deficiencies found, the proposed corrective action, and a timeline to correct the deficiency.

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

The CITY agrees that this AMENDMENT covers only the maintenance of the subject BUS SHELTERS 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 AMENDMENT 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 AMENDMENT or, to the extent not in conflict, the INTERLOCAL 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 deficiency(ies). Thereafter, the CITY shall have a period of thirty (30) calendar days within which to correct the cited deficiency(ies). If said deficiency(ies) is not corrected within this time period, the COUNTY may, at its option, proceed as follows:

- a. Maintain the BUS SHELTERS 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 **AMENDMENT** and remove, by **COUNTY** or contractor's personnel, all of the improvements installed under the **INTERLOCAL 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/her designee the condition of a **BUS SHELTER** 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 Doral Government Center  
Attn: City Manager  
8401 NW 53rd Terrace  
Doral, Florida 33166

**With a Copy to:** Daniel A. Espino  
Weiss Serota Helfman Cole & Bierman, PL  
2525 Ponce De Leon Boulevard, 7<sup>th</sup> Floor,  
Coral Gables, FL 33134

**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 **AMENDMENT** 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 **AMENDMENT** and the **INTERLOCAL 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 **AMENDMENT** or the **INTERLOCAL AGREEMENT**, which are subject to provisions of Chapter 119, Florida Statutes; or
- c. By mutual agreement of the Parties, with a six (6) month written notice.


**6. TERMS**

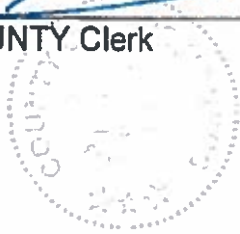
- a. The terms of this **AMENDMENT** shall only commence upon execution by all parties. This **AMENDMENT** shall continue in perpetuity or until termination as set forth in Section 5.
- b. This writing embodies the entire agreement and understanding between the Parties with regard to the responsibilities provided herein, and there are no other agreements or understandings, oral or written, that may govern that actions of the Parties, except for the Interlocal Agreement, which remains in full force and effect to the extent not in conflict with this **AMENDMENT**.
- c. The MDT Director or his/her designee shall in his/her sole discretion decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this **AGREEMENT**, the performance or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his/her decision upon all claims, questions and disputes shall be final and conclusive upon parties hereto.
- d. This **AMENDMENT** and the **INTERLOCAL AGREEMENT** is nontransferable and non-assignable, in whole or in part, without the prior written consent of the **COUNTY**.
- e. This **AMENDMENT**, 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:

BY:   
COUNTY Mayor or Designee

ATTEST:  (SEAL)  
COUNTY Clerk



CITY OF Doral

BY:   
CITY Manager or Designee

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:**

- Doral Blvd (NW 41<sup>st</sup> Street) at NW 107<sup>th</sup> Avenue (EB – FS)
- NW 50<sup>th</sup> Street at NW 109 Avenue (WB – FS)
- Doral Blvd (NW 41<sup>st</sup> Street) at NW 97<sup>th</sup> Avenue (EB – NS)
- NW 79 Avenue at NW 41<sup>st</sup> Street (SB – NS)
- NW 107<sup>th</sup> Avenue at NW 21<sup>st</sup> Street (NB – FS)
- NW 88<sup>th</sup> Street at NW 107<sup>th</sup> Avenue (EB – NS)
- NW 97<sup>th</sup> Avenue at Doral Blvd (NW 41<sup>st</sup> Street) (NB – FS)
- NW 87 Avenue at NW 17<sup>th</sup> Street (NB – FS)
- NW 107<sup>th</sup> Avenue at NW 14<sup>th</sup> Terrace (NB – NS)
- NW 107 Avenue at NW 15<sup>th</sup> Street (NB – FS)

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

**County:                            Miami-Dade**

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



**RESOLUTION No. 10 - 76**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH MIAMI-DADE TRANSIT AGENCY FOR THE PROVISION OF FEDERAL FUNDING THROUGH THE AMERICA RECOVERY AND REINVESTMENT ACT FOR BUS SHELTERS IN THE CITY OF DORAL; AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Miami-Dade Transit Agency (MDT) has prepared an Interlocal Agreement to have certain projects within the city funded through the America Recovery and Reinvestment Act (ARRA); and

WHEREAS, the City of Doral has received approximately \$312,000.00 through the ARRA program to be used for the installation of bus shelters and additional structures and amenities; and

WHEREAS, Staff respectfully requests that the City Council authorize the City Manager to enter into an Interlocal Agreement (Exhibit "A") with MDT for the provision of federal funding through ARRA for bus shelters in the City of Doral.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:**

**Section 1.** The City Council of the City of Doral hereby authorize the City Manager to enter into an Interlocal Agreement (Exhibit "A") with MDT for the provision of federal funding through ARRA for bus shelters in the City of Doral.

**Section 2.** This Resolution shall take effect immediately upon adoption.

The foregoing resolution was offered by Councilman DiPietro who moved its adoption. The motion was seconded by Vice Mayor Van Name and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Robert Van Name	Yes
Councilman Pete Cabrera	Yes
Councilman Michael DiPietro	Yes
Councilwoman Sandra Ruiz	Yes

PASSED and ADOPTED this 12<sup>th</sup> day of May, 2010.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
JIMMY MORALES, ESQ., CITY ATTORNEY