

Memorandum



Date: June 7, 2011

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Alina T. Hudak
County Manager

Subject: Resolution Authorizing Execution of a Golden Glades Interchange Park and Ride Facility Maintenance Agreement between Miami-Dade County and the Florida Department of Transportation (FDOT)

Agenda Item No. 8(J)(1)(C)

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) authorize the execution of a Golden Glades Interchange Park and Ride Facility Maintenance Agreement between Miami-Dade County (County) and the Florida Department of Transportation (FDOT), an agency of the State of Florida.

SCOPE

While the physical location of the Golden Glades Park and Ride Facility is in Commission District 1, the impact of this project benefits the transit riding public, and is therefore, countywide.

FISCAL IMPACT/FUNDING SOURCE

There is no fiscal impact to the County as a result of entering into this Maintenance Agreement, as the annual operating and maintenance (O&M) costs are already included in the Miami-Dade Transit (MDT) Operating budget. The on-going O&M cost is approximately \$160,000 for Facilities Maintenance and Safety and Security.

TRACK RECORD/MONITOR

MDT has entered into numerous maintenance agreements with FDOT over the course of twenty-five (25) years. The Project Manager for this Agreement is Robert McClellan, Chief of Infrastructure Engineering and Maintenance.

DELEGATED AUTHORITY

In accordance with Section 2-8.3 of the Miami-Dade County Code related to identifying delegation of Board authority, there are no authorities beyond that specified in the resolution.

BACKGROUND

The Golden Glades Interchange Park and Ride is a facility owned by FDOT and is located at the Golden Glades Interchange in Northeast Miami-Dade County. MDT is requesting the execution of this maintenance agreement for the Golden Glades Park and Ride Facility with FDOT for the purpose of clearly delineating the duties and responsibilities involved in the operation and maintenance of the Park and Ride Lots. This agreement formalizes what activities each agency has been doing informally over the years. It is recognized that this facility provides the traveling public a valuable opportunity for using alternate means of transportation and it is, therefore, critical that the facility be maintained and operated in a clean, safe and secure manner. Specifically, this agreement describes and assigns the responsibilities of FDOT and of the County and includes maintenance standards for the pavement conditions, sidewalks, lighting, litter/sweeping, turf condition, vegetation, trash receptacles and utilities.

Miami-Dade County and the FDOT have had previous draft maintenance agreements dating back to 1988 which involve the Golden Glades Interchange Park and Ride facility. This new agreement reflects the

changes that have taken place at the facility, particularly the development of the new East Lot location, which was originally developed for the Orange Streaker Bus Service in the mid 70's. When the direct connect ramps were constructed, the East Lot was not used for transit service. On November 2009, the East Lot rehabilitation was completed to reinitiate transit service. The need for this lot resulted from the overflow which was occurring in the west lots.

The FDOT agrees to be responsible for the duties and costs associated with the roadway maintenance to and from the facility, State Road 9, and State Road 7. This entails the painting, fencing, signage, lane striping, flyover ramps sweeping, litter removal, lawn mowing and landscape maintenance. In addition, FDOT is responsible for the pavement maintenance within the facility, inclusive of the bus bays, bus staging areas, striping, parking stops, clearing of ditches and drainage structures, repairing potholes, and pavement repairs. Further, FDOT will also be responsible for the maintenance of directional signage to the facility, as well as internal directional and traffic control signage. Finally, FDOT will maintain the external fencing and the high mast lighting which includes covering the lighting utility service costs.

Miami-Dade County agrees to be responsible for the maintenance of the bus platform terminal structure to include, sweeping the sidewalks, regular litter removal and maintenance of lighting fixtures. In addition, the County will be responsible for other routine maintenance and repairs required for the terminal structure including the signage, bus schedule boards, benches, trash receptacles, pay phones and sidewalks. Finally, the County is responsible for the maintenance of internal fencing at the facility, security and enforcement of parking restrictions and other regulations within the facility.

Golden Glades interchange is the confluence of five major roads serving eastern and southern Florida: the Florida's Turnpike, Interstate 95, US Route 441, State Road 9, and the Palmetto Expressway. Golden Glades Interchange Park and Ride Facility then serves as a major transfer point, providing free parking access to the public, and practicable connectivity among Miami-Dade Transit buses, Broward County Transit buses and Tri-Rail service. Currently, Miami-Dade Transit operates seven routes that serve the Golden Glades Interchange Park and Ride Facility: 22, 49, 77, 95, E, 246 (Night Owl), and 277 (NW 7th Avenue MAX). This facility holds 1,527 surface lot parking spaces and is comprised of eight Park 'n' Ride Lots "A", "B", "C", "D", "E", "F", "G" and the "East Lot". Further, the Golden Glades Interchange Park and Ride Facility serves 2,700 commuters daily.



Assistant County Manager



MEMORANDUM
(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: June 7, 2011

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(J)(1)(C)

Please note any items checked.

- _____ **“3-Day Rule” for committees applicable if raised**
- _____ **6 weeks required between first reading and public hearing**
- _____ **4 weeks notification to municipal officials required prior to public hearing**
- _____ **Decreases revenues or increases expenditures without balancing budget**
- _____ **Budget required**
- _____ **Statement of fiscal impact required**
- _____ **Ordinance creating a new board requires detailed County Manager’s report for public hearing**
- _____ **No committee review**
- _____ **Applicable legislation requires more than a majority vote (i.e., 2/3’s _____, 3/5’s _____, unanimous _____) to approve**
- _____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor

Agenda Item No. 8(J)(1)(C)

Veto _____

6-7-11

Override _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A GOLDEN GLADES INTERCHANGE PARK AND RIDE FACILITY MAINTENANCE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board approves the maintenance agreement between Miami-Dade County and the Florida Department of Transportation, designating and setting forth maintenance responsibilities of each party at the Golden Glades Interchange Park and Ride Facility, in substantially the form attached hereto.

Section 2. This Board further authorizes the Mayor, designee or Miami-Dade Transit Director to execute such agreement on behalf of Miami-Dade County, Florida.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

- | | |
|-------------------------------------|----------------------|
| Joe A. Martinez, Chairman | |
| Audrey M. Edmonson, Vice Chairwoman | |
| Bruno A. Barreiro | Lynda Bell |
| Esteban L. Bovo, Jr. | Jose "Pepe" Diaz |
| Sally A. Heyman | Barbara J. Jordan |
| Jean Monestime | Dennis C. Moss |
| Rebeca Sosa | Sen. Javier D. Souto |
| Xavier L. Suarez | |

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of June, 2011. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Bruce Libhaber



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

DISTRICT SIX
1000 NW 111th Avenue
Miami, Florida 33172-5800

STEPHANIE C. KOPELOUSOS
SECRETARY

November 1, 2010

Mr. Robert McClellan
Chief, Infrastructure Engineering & Maintenance Division
Miami-Dade Transit
3300 NW 32 Avenue
Miami, Florida 33142

RE: Golden Glades Interchange Park and Ride Lot Maintenance Agreement

Dear Mr. McClellan:

Enclosed please find four (4) copies of the above referenced document. Please return all four (4) copies after execution by your Agency for further processing, along with two (2) copies of the resolution authorizing the Agency to execute the agreement. The fourth copy of the agreement will be returned to the Agency when fully executed by the Department.

This agreement contains MDT's requested changes received on July 10, 2010.

The agreements and resolutions must be original signature documents or properly executed copies. Please feel free to contact me at 305.470.5137 if you have any questions or require additional information.

Sincerely,

L. Carl Filer, P.E.
Public Transportation Manager – District Six

Cc: HDesdunes, FDOT D6
DRivera, FDOT D6
CFerriera, FDOT D6
GGladson, FDOT D6
RGarcia, FDOT D6
MTotorica, FDOT D6
ECarson, FDOT D6
MMazza, MDT
CForbes, MDT
GLeBlanc, MDT
SChayt, MDT

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 20___, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the "DEPARTMENT", and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY".

WITNESSETH:

WHEREAS, the DEPARTMENT and COUNTY mutually agree that the Park and Ride Facility at the Golden Glades Interchange (the "Facility") owned by the DEPARTMENT, provides the traveling public a valuable opportunity for using alternate means of transportation; and

WHEREAS, the DEPARTMENT and COUNTY have determined there is a need for clearly defining the maintenance responsibilities for the Park and Ride Facility at the Golden Glades Interchange in Miami-Dade County; and

WHEREAS, the DEPARTMENT and COUNTY mutually recognize the need for entering into an agreement designating and setting forth the responsibilities of each party; and

WHEREAS, such an agreement will provide a working partnership between state and local government and will permit efficient utilization and maintenance of the facilities,

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, it is mutually understood and agreed as follows:

1. The Golden Glades Interchange Park and Ride Facility hereinafter referred to as the "Facility" will consist of Golden Glades Park 'n' Ride Lot "A", Lot "B", Lot "C", Lot "D", Lot "E", Lot "F", Lot "G", and the "East Lot", as described in Exhibit "A" attached hereto and made part hereof. The location of the Facility, and the portion of the Facility to be maintained collectively by the DEPARTMENT and COUNTY in accordance with the terms of this agreement, are further depicted in Exhibit "A". Selected Maintenance Standards are defined in Exhibit "B.", attached hereto and by this reference made a part hereof. This agreement is limited to the Facility and areas described in the attached Exhibit "A", to-wit: Facility and adjacent area on State Road 7 (N.W. 7th Avenue), State Road 9, and the I-95 Fly-Over within the Golden Glades Interchange.

2. The DEPARTMENT agrees to be responsible for the following duties and maintenance costs in the Facility, and within the State right-of-way area, as defined and shown in Exhibit "A":

- A. Performing required roadway maintenance of the I-95 Fly-Over structure to and from the Facility, State Road 9, and State Road 7 including painting, fencing, signage, and lane striping, flyover ramp sweeping and litter removal, lawn mowing, and landscape maintenance.
- B. Pavement maintenance within the facility, including bus bays, bus staging areas, striping, parking stops, clearing of ditches and drainage structures, repairing potholes, repairing pavement damage caused by fluid leaks, marking of bus bays and curbing, and other required bus platform markings.
- C. Maintaining directional signage to the Facility and internal directional and traffic control signage.
- D. Maintaining external fencing around the perimeter of the Facility.
- E. Maintaining high mast lighting and responsible for high mast lighting utility service cost.

3. The COUNTY agrees to be responsible, at its sole cost and expense, for the following functions and maintenance in the Facility as defined and shown in Exhibit "A":

- A. Bus platform maintenance, including sweeping of sidewalks, regular litter removal, maintaining lighting fixtures and other necessary utilities including maintenance costs, as contained in Exhibit "B" or as service demands require.
- B. Routine maintenance and repairs to the terminal structures located at the Facility including the signage, bus schedule boards, benches, trash receptacles, pay phones, and sidewalks. In addition, the COUNTY is responsible for maintenance of internal fencing at the Facility.
- C. COUNTY is responsible for security and enforcement of parking restrictions, and other rules and regulations within the Facility as depicted in Exhibit "A".
- D. COUNTY is responsible for notifying DEPARTMENT of any signage or external fencing deficiencies or problems at the Facility.

4. Standards of maintenance for the Facility and areas covered by this agreement are to be established by the DEPARTMENT from time to time, and any disputes arising as a result of type, degree and frequency of maintenance being performed by the DEPARTMENT and the COUNTY will be decided by the District Secretary, District Six. In the event, COUNTY does not maintain the facility up to minimum DEPARTMENT standards, as the same may be promulgated from time to time, the DEPARTMENT reserves the right to complete such maintenance and bill COUNTY for such work completed by the DEPARTMENT, and

COUNTY does hereby agree to reimburse the DEPARTMENT for all such reasonable costs and expenses incurred by the DEPARTMENT in completing COUNTY's responsibilities hereunder.

5. The COUNTY and the DEPARTMENT each bind themselves and their successors to the obligations respectively assumed by each hereunder. Neither party shall assign, sublet, or transfer its obligations and responsibilities under this agreement without prior written consent of the other.

6. The COUNTY hereby agrees to indemnify, defend, save and hold harmless the DEPARTMENT, in accordance with the limits specified within Chapter 768.28, Florida Statutes, from all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the COUNTY, its agents or employees or due to any act, or occurrence, or omission of commission of the COUNTY, its agents or employees. It is specifically understood and agreed that this indemnification agreement does not cover or indemnify the DEPARTMENT for its own negligence or breach of contract.

When the DEPARTMENT receives a notice of claim for damages that may have been caused by the COUNTY, the DEPARTMENT will immediately forward the claim to the COUNTY. COUNTY and the DEPARTMENT will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the DEPARTMENT will determine whether to require the participation of the COUNTY in the defense of the claim or to require that COUNTY defend the DEPARTMENT in such claim as described in this section. The DEPARTMENT's failure to promptly notify COUNTY of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by COUNTY. The DEPARTMENT and COUNTY will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any.

7. It is understood that the COUNTY is self-insured against any and all claims against FDOT for injury and damage to persons and property, and for the loss of life or property occurring in, on, or about the Facility to the extent caused by the negligence of the COUNTY and its employees.

8. This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this agreement shall be valid unless made in writing and signed by both parties hereto.

9. The Agreement shall be deemed in force so long as COUNTY uses Facility for Transit-related operations. In the event re-development of the Facility occurs during the life of this agreement, then the Agreement will be subject to renegotiation or replacement by a new agreement.

10. Abandoned vehicles shall be towed from the property in accordance with State law and County Code. COUNTY or its agents shall be responsible for towing abandoned vehicles from within its areas in the Facility as depicted in Exhibit "A", at COUNTY's sole cost and expense.

11. Golden Glades Park & Ride Lot is a shared-use facility. It is understood that other users of the Facility have entered or shall enter into separate agreements regarding maintenance responsibilities.

12. Parking at the Facility shall be free to the public.

13. The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executor only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year.

14. This agreement, regardless of where executed shall be governed and construed according to the laws of the State of Florida.

15. 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 DEPARTMENT:

Florida Department of Transportation
District Six
ATT: DISTRICT MAINTENANCE ENGINEER
1000 NW 111th Avenue, Rm. 6205-B
Miami, Florida 33172

To the COUNTY:

Miami-Dade Transit
Chief, Infrastructure Engineering & Maintenance Division
3300 NW 32nd Avenue
Miami, Florida 33142

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

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

BY: _____

County Manager

Legal Review _____

FLORIDA DEPARTMENT
OF TRANSPORTATION

BY: _____

District Six, Secretary

Legal Review _____

GOLDEN GLADES INTERCHANGE MAINTENANCE AGREEMENT



PLANNING AND ENVIRONMENTAL MANAGEMENT OFFICE
PEMO DISTRICT SIX



POTENTIALLY MAINTAINED



MDTA



SERVA

LEGEND

"EXHIBIT B"

SELECTED MAINTENANCE STANDARDS/GOLDEN GLADES PARK & RIDE LOT

Pavement Conditions: Free of potholes and depressions greater than one square foot and deeper than 2 inches.

Sidewalks: Clean and functional, no trip hazard greater than 1/4" deep.

Lighting: 90 % of lights must be functioning.

Litter/Sweeping: Area is clear of litter. Sidewalks, curb, gutter, and parking area swept.

Turf Condition: Grass attractive and mowed.

Vegetation: Attractive and pruned.

Trash Receptacles: Clean and emptied on a regular basis.

Utilities: Maintain light fixtures and other necessary utilities.