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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Agenda Item No. 8(N)(1)

Date: December 3, 2013

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
County Mayor

Subject: Resolution Authorizing the County Mayor to Execute an Interlocal Agreement Between Miami-Dade County and the Village of Pinecrest for the Construction of Two New Busway Stations Located Near Southwest 120th Street and US 1 and the Removal of Two Existing Busway Stations Located Near Southwest 117th Street and US 1 Resolution No. R-992-13

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve an Interlocal Agreement (Agreement) between Miami-Dade County (County), through Miami-Dade Transit (MDT) and the Village of Pinecrest (Village), for the construction of two new Busway stations near Southwest 120th Street and US 1 and removal of two existing Busway stations located near Southwest 117th Street and US 1.

SCOPE

This Agreement has a direct impact on Commission District 8 (Bell). However, due to the connection of service with County transit routes, the impact of this service benefits the general public, and is therefore, Countywide.

FISCAL IMPACT

There is no fiscal impact to the County for this Agreement. The Village will be fully responsible for all design/construction costs. The costs for design and construction of this project will be funded from the Village's Charter County Transit Surtax allocation.

TRACK RECORD/MONITOR

The project manager for this Agreement is Isabel Padron, P. E., MDT, Chief of Design and Engineering.

BACKGROUND

The Florida Department of Transportation (FDOT) recently completed intersection improvements at US 1 and Southwest 120th Street. These improvements include the installation of a new traffic signal at the intersection, new pedestrian signals at the intersection, replacing sections of sidewalks, curbs, gutters, and pedestrian ramps, and other roadway improvements; all designed to provide improved pedestrian access across US 1—particularly for students attending Palmetto Senior High School (7460 Southwest 118th Street).

The FDOT intersection improvements at Southwest 120th Street afforded MDT and the Village of Pinecrest an opportunity to further mitigate the pedestrian crossing concerns at the two existing Busway stations near Southwest 117th Street and US 1, where there is no pedestrian crosswalk with signalization to cross US 1, by relocating the existing stations to the Southwest 120th Street intersection where the pedestrian crossing improvements have been completed.

A Permit Agreement was executed between the Village and MDT in March 2013 to begin the process of constructing two new Busway stations—one to be located on the northbound side of the Busway and the other on the southbound side near the intersection of US 1 and Southwest 120th Street—and the removal of two existing Busway stations located near US 1 and Southwest 117th Street.

Key provisions of the Permit Agreement include:

- The Village will adhere to all county, federal, state and local transit operating and reporting requirements, as applicable.
- The Village is responsible for the cost for construction of the two new Busway stations and the removal of the two existing Busway stations.
- The Village shall secure Engineering design and consulting services from qualified firms, pursuant to Section 2877.055, of the Florida Statutes to develop the construction plans, technical specifications in accordance with Village, County, and/or Florida Department of Transportation standards, as applicable.
- The Village shall procure the services of a Licensed Contractor holding a General Contractor's license to construct the Project. The County agrees that the selection, retention and discharge of such General Contractor shall be the responsibility of the Village.

The Busway, which began operating in February 1997 and was extended in 2007 to Florida City, is a 13-mile exclusive roadway built by FDOT for Metrobus routes and emergency vehicles. Construction of the two new Busway stations, which were built in 1995 as part of Phase 1 of the Busway construction and the removal of the two existing stations, is scheduled to be completed in February 2014.

Alina T. Hudak
Deputy Mayor

MEMORANDUM
(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: December 3, 2013

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

SUBJECT: Agenda Item No. 8(N)(1)

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 Mayor'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
Veto _____
Override _____

Agenda Item No. 8(N)(1)
12-3-13

RESOLUTION NO. R-992-13

RESOLUTION AUTHORIZING THE COUNTY TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE VILLAGE OF PINECREST FOR THE CONSTRUCTION OF TWO NEW BUSWAY STATIONS AT APPROXIMATELY SOUTHWEST 120 STREET NEAR US 1 AND REMOVAL OF TWO EXISTING BUSWAY STATIONS LOCATED AT APPROXIMATELY SOUTHWEST 117 STREET NEAR US 1; AND AUTHORIZING THE COUNTY MAYOR, COUNTY MAYOR'S DESIGNEE, OR MIAMI-DADE TRANSIT DIRECTOR TO EXERCISE THE PROVISIONS CONTAINED THEREIN AND TAKE ANY ACTION REQUIRED BY THE COUNTY

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 this Board finds it is in the best interest of the County and the Village of Pinecrest to implement and execute the attached Interlocal Agreement and authorizes the County Mayor, County Mayor's designee or, Miami-Dade Transit Director to execute same for and on behalf of Miami-Dade County and to exercise any all provisions contained therein.

The foregoing resolution was offered by Commissioner **Barbara J. Jordan**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman			**aye**
Lynda Bell, Vice Chair			**aye**
Bruno A. Barreiro	**aye**	Esteban L. Bovo, Jr.	**aye**
Jose "Pepe" Diaz	**absent**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**aye**
Sen. Javier D. Souto	**absent**	Xavier L. Suarez	**absent**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of December, 2013. 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: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber

RESOLUTION NO. 2012-69

A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR THE BUSWAY STATION RELOCATION PROJECT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 17, 2011, the Village Council authorized the Village Manager to proceed with plans for the relocation of the 117th Street Busway Station to 120th Street as part of plans for improvements to Pinecrest Parkway (US 1) subject to the availability of CITT funds; and

WHEREAS, on July 11, 2012, the CITT approved the funding for the project; and

WHEREAS, the Village Manager has recommended that the Village Council approve the attached Interlocal Agreement with Miami-Dade County to obtain the necessary funding;

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF PINECREST, FLORIDA, AS FOLLOWS:

Section 1. That the Village Manager is hereby authorized to execute the attached Interlocal Agreement with the Miami-Dade County for the Busway Station Relocation Project.

Section 2. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 13th day of November, 2012.

Cindy Lerner, Mayor

Attest:

Guido H. Inguanzo, Jr., CMC
Village Clerk

Approved as to Form and Legal Sufficiency:

Cynthia A. Everett
Village Attorney

Consent Agenda

Permit Agreement
Between
The Village of Pinecrest and Miami-Dade County

Permitee:	Village of Pinecrest
Mailing Address:	Pinecrest Municipal Center 12645 Pinecrest Parkway Pinecrest, FL 33156
Business Telephone:	
Business Type:	Municipality
Contact Person:	
Period of Requested Use:	Up to one (1) year, commencing upon execution of Permit Agreement with one one-year option to renew.

1. **Authorization:** Miami-Dade County (the County), under Administrative Order 8-5, has the authority to enter into this Permit Agreement with the Village of Pinecrest (hereinafter referred to as the "Village").

2. **Purpose:** The purpose of this Permit Agreement is to allow the Village to construct a Busway Station, as approved by the County, on the Busway near the intersection of the Busway and SW 120 Street and to demolish the existing Busway station located near the intersection of the Busway and SW 116 Street.

3. **Term:** This agreement shall remain in effect for a period of one year and may be extended for one additional year at the sole discretion of the County.

4. **Renewal:** The County, at its sole discretion, through the County Mayor or his designee, shall have the option to renew this Permit Agreement for up to one additional year under the same terms, conditions and provisions established herein, provided the Village is in full compliance with all terms of this Agreement.

5. **Termination:** The County, through the County Mayor or his designee, may terminate this Permit Agreement at any time and it will automatically terminate upon transfer of ownership of the new Busway station to the County and completion of the demolition of the existing station at SW 116 Street.

6. **Assignment:** The Village shall not assign this Permit Agreement without the express written consent of the County Mayor or his designee. Failure to obtain this consent as required may result in the termination of this Permit Agreement.

7. **Uses:** The parties recognize and acknowledge that the manner in which the Busway is used and the operation of it is of critical importance to the County and the general welfare of the community. The Village agrees to use diligent efforts to protect the safety of the Busway and to avoid any activities which may interfere with transit operations, inspections and maintenance.

   Any use by the Village shall always be subordinate to the operation, inspection and maintenance of the Busway, the adjacent bicycle/pedestrian path and Busway right-of-way by the County.

   The Busway and/or the bike/pedestrians path may not be used by the Village or its contractor(s) for movement, staging or storage of vehicles or equipment except as is absolutely necessary. Any activities which may, in any way, interfere with transit service or use of the bike/pedestrian path must be coordinated with Miami-Dade Transit (MDT) staff so as to prevent any disruption to transit service or use of the path.

   Demolition of the Busway station at SW 116 Street may not commence until a Certificate of Completion has been obtained for the new Busway Station to be constructed at SW 120 Street.

8. Rights of the County: It is expressly understood that, notwithstanding any provision of this Permit Agreement, the County retains all of its sovereign prerogatives and rights as a county under Florida laws and shall not be estopped from withholding or refusing to issue any approvals of and applications for any improvements or alterations within the Busway right-of-way.

The County or any of its agents shall have the right to enter upon the Busway and the Busway right-of-way at any time and for any reason and to inspect, repair or maintain any part of the Busway and Busway right-of-way.

9. Village Obligations:

a) County Approval of Plans: The Village shall submit to the County, through Miami-Dade Transit (MDT) Engineering, Planning and Development Division, 701 NW First Court, Suite 1700, Miami, Florida 33136, for its approval, plans for the Busway station to be constructed near SW 120 Street and the demolition of the station currently located near SW 116 Street, in sufficient detail to obtain building and demolition permits. Only upon written approval by the MDT Assistant Director for Engineering, Planning and Development may any construction, excavation, demolition, testing or staging take place. All approvals will be issued in writing.

b) Schedule of Activities: After the plans are reviewed and approved by the County, the Village shall submit to the MDT Engineering, Planning and Development Division, a detailed schedule of all staging, construction and demolition activities for approval. No activities may commence until the schedule is approved. Any subsequent changes to the schedule must be approved by the MDT Engineering, Planning and Development Division. All approvals will be issued in writing.

c) Permits: The Village shall be solely responsible for obtaining all building, demolition, or other permits required and to take all actions necessary to obtain such permits, associated inspections and a Certificate of Completion.

d) Connection to Utilities: The Village shall be solely responsible for installing, or causing to be installed, all necessary utility connections.

e) Cost of Improvements and Demolition: The Village shall be solely responsible for all costs incurred as a result of the construction of the new Busway station and demolition of the existing Busway station.

10. Safety and Security: It is expressly understood that the Village is solely responsible for the personal safety of its employees, agents, contractors, invitees or any other persons entering the Busway right-of-way in connection with this Permit Agreement, as well as any and all equipment and/or personal property installed or brought into the Busway right-of-way. The County shall not in any way assume responsibility for the personal safety of such persons, equipment, or personal property in case of loss, theft, damage, or any other type of casualty which may occur. The Village shall provide additional security, if any, at its sole

cost and expense to insure the personal safety of its employees, agents, contractors, invitees and others, as well as to protect any personal property. The provision of such additional security, if any, shall be coordinated by and subject to the approval of the County. This paragraph is intended solely for the benefit of the County and shall not grant any benefit of right to any third party.

11. Laws, Regulations, and Permits: The Village shall comply with all applicable statutes, ordinances, rules, orders, regulations, and requirements of the Federal, State, County, or Municipal Governments including Americans with Disabilities Act (ADA) and Florida Department of Transportation (FDOT) regulations. **Failure to comply with all such regulations may result in the immediate termination of this Permit Agreement.** The Village shall, upon request, provide proof of compliance with all applicable required licenses, permits, and other legal requirements prior to execution of this Permit Agreement and at any time during the its term.

12. Indemnification: The Village shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities may suffer as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Permit Agreement by the Village or its employees, agents or instrumentalities. The Village shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. Provided, however, this indemnification shall only be to the extent of the limitations of Section 768.28 of the Florida Statutes, subject to the provisions of that statute whereby the Village shall not be liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $200,000.00 or any claim or judgment or portions thereof, which when totaled with other claims or judgments paid by the Village arising out of the same incident or occurrence, exceeds the sum of $300,000.00 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Village.

13. Insurance: Upon execution of this Permit Agreement and prior to commencing operations, the Village shall furnish, or cause to have furnished, to Miami-Dade County, c\o Miami-Dade Transit, Engineering, Planning and Development Division, 701 NW First Court, Suite 1700, Miami, Florida 33136; Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

   a) Worker's Compensation Insurance as required by Chapter 440, Florida Statutes.

   b) Comprehensive Public Liability Insurance on a comprehensive basis in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

c) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in amounts not less than $300,000, per occurrence for bodily injury and property damage combined.

The company must be rated no less than "B" as to management, and no less than Class "V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Miami-Dade County, GSA Risk Management Division.

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

The Village shall be responsible for ensuring that the insurance certificates required remain in force for the duration of the period in which the Permit Agreement remains in force. Certificates will indicate no modification or change in insurance shall be made without thirty (30) days advance notice to the certificate holder.

14. Amendments: The County Mayor or his designee has the authority to amend this Permit Agreement with the concurrence of the Village. All such amendments will be done through written amendment signed by the County Mayor or his designee.

15. 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 e-mail, facsimile, registered mail or certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

To the County: Miami-Dade Transit
701 NW First Court, Suite 1700
Miami, FL 33136
Attention: Albert Hernandez, P.E.
Assistant Director for Engineering, Planning and Development

To the Village: Pinecrest Municipal Center
12645 Pinecrest Parkway
Pinecrest, FL 33156
Attention:

Either party may, by notice given as aforesaid, change its address for all subsequent notices. Notices given in compliance with this section shall be deemed given when placed in the mail.

16. **Signatures:**

Village of Pinecrest

By: _____ Date: 3-7-13

Name: Yocelyn Galiano

Title: Village Manager

STATE OF Florida)
) SS:
COUNTY OF Miami-Dade)

The foregoing instrument was sworn to and subscribed before me this 7th day of March, 2013 by Ms. Galiano, who is personally known to me and/or produced identification.

_____
Type of Identification

_____
Number of Driver's License and/or ID

My Commission Expires:

GUIDO H. INGUANZO, JR.
Notary Public - State of Florida
My Comm. Expires Apr 30, 2014
Commission # DD 960196
Bonded Through National Notary Assn.

_____
Notary Public, State of Florida at Large

Miami-Dade County, a political subdivision of the State of Florida

By: _____ Date: 4/18/13
Carlos A. Gimenez
Miami-Dade County Mayor

Approved by County Attorney
as to form and legal sufficiency.