

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: June 4, 2025

Presenter's Name and Title: Marilyn Markwei, Senior Engineering Manager on behalf of Public Works Department

Prepared By: Kristy Gilbert, Acting Deputy Public Works Director

Temp. Reso. Number: 8397

Item Description: Temp. Reso. #R8397, APPROVING THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF MIRAMAR FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT WITH PROJECT NUMBER MIRA-020 FOR COMMUNITY BUS SHELTER IMPROVEMENTS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT. *(Senior Engineering Manager, Marilyn Markwei)*

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: Please have the First Amendment to the ILA signed on the dais for delivery to Broward County by June 18, 2025.

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on ____ in a ____ ad in the ____; by posting the property on ____ and/or by sending mailed notice to property owners within ____ feet of the property on ____
(fill in all that apply)

Special Voting Requirement – As required by Sec. ____, of the City Code and/or Sec. ____, Florida Statutes, approval of this item requires a ____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Broward County Transportation Surtax funds will be used to fund construction of the project. Upon final execution of the Amendment, funding in the amount of \$1,052,853 will be allocated into Capital Improvement Program (“CIP”) Project entitled “Bus Facilities Infrastructure Improvement Program”; Account No. 393-50-900-541-000-606510 entitled “CIP-Construction”.


Content:

- Agenda Item Memo from the City Manager to City Commission
- Resolution TR8397
 - Exhibit A: Interlocal Agreement between Broward County and City of Miramar for Surtax-Funded Municipal Transportation Project MIRA-020 Community Bus Shelter Improvements.
- Attachment(s)
 - Attachment 1: Location Map



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Kirk Hobson-Garcia, Acting Public Works Director

DATE: May 29, 2025

RE: Temp. Reso. No. 8397 approving the First Amendment to the Interlocal Agreement between Broward County and City of Miramar for Surtax-Funded Municipal Transportation Project MIRA-020 Community Bus Shelter Improvements

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 8397, approving the First Amendment to the Interlocal Agreement between Broward County and City of Miramar for Surtax-Funded Municipal Transportation Project MIRA-020 for Community Bus Shelter Improvements.

ISSUE: City Commission approval is required to execute the Interlocal Agreement.

BACKGROUND: In September 2018, municipalities entered into Interlocal Agreements ("ILAs") with Broward County and the Broward Metropolitan Planning Organization ("MPO") that outlined terms for implementing a proposed transportation system surtax that was approved by voters on November 6, 2018.

This ILA and its subsequent amendments established the process for prioritizing and making recommendations for funding municipal capital improvement projects submitted by each municipality participating in the ILA. The MPO completed the first round of ranking municipal capital projects, and this Project was included in that review and ranking.

On September 7, 2022, the Commission adopted Resolution No. 22-168, entering into an Interlocal Agreement between Broward County and City of Miramar for the Project. The ILA approved use of Transportation Surtax funding in the amount not to exceed \$144,000

for design of the project. The Project involved the design of permanent bus shelters at various Community Shuttle stop locations throughout the City.

Design services are completed, and the design plans have been submitted and approved by Broward County for construction of the shelters. The purpose of this Amendment is to set forth the terms and conditions for the County to provide transportation surtax funding in the amount of \$1,052,853 for construction of the bus shelters and the terms and conditions for the City to complete the Project. The City will implement the Project, as funded by County with surtax funding, in accordance with the terms of this First Amendment. Attachment 1 details locations for installation of the nine (9) bus shelters at various locations throughout the City.

DISCUSSION: In order to receive Transportation Surtax funds from the County, the City must approve and execute the First Amendment to the project specific ILA. The intent of this amendment is to set forth the terms and conditions for the County to provide transportation surtax funding for construction of the shelters and the terms and conditions for the City to complete the Project.

ANALYSIS: Broward County Transportation Surtax funding will be used to fund construction of the project. Upon final execution of the Amendment, funding in the amount of \$1,052,853 will be allocated into Capital Improvement Program ("CIP") Project entitled "Bus Facilities Infrastructure Improvement Program; Account No. 393-50-900-541-000-606510 entitled "CIP-Construction".

Temp. Reso. No. 8397
4/2/25
5/29/25

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF MIRAMAR FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT WITH PROJECT NUMBER MIRA-020 FOR COMMUNITY BUS SHELTER IMPROVEMENTS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, municipalities entered into Interlocal Agreements (“ILA’s”) with Broward County and the Broward Metropolitan Planning Organization (“MPO”) for implementation of the transportation system surtax approved by voters on November 6, 2018; and

WHEREAS, the Community Bus Shelter Improvements MIRA-020 (“Project”) was deemed eligible for funding with surtax proceeds; and

WHEREAS, on September 17, 2018, the City Commission adopted Resolution No. 18-182 approving the Transportation System Surtax Interlocal Agreement (“Surtax ILA”); and

WHEREAS, on September 7, 2022, the Commission adopted Resolution No. 22-168, approving an ILA between Broward County and City of Miramar in the amount

Reso. No. _____

Temp. Reso. No. 8397
4/2/25
5/29/25

of \$144,000 to fund design services of the bus shelters for future construction of the Project; and

WHEREAS, design services are completed and the design plans have been submitted and approved by Broward County for construction of the shelters; and

WHEREAS, the City must execute this project-specific First Amendment to the ILA to receive Surtax funding in the amount of \$1,052,853.03 to complete Project No. MIRA-020 for construction of the bus shelters at various locations throughout the City; and

WHEREAS, the City Manager recommends approving the First Amendment to the ILA with Broward County to receive Surtax funding in the amount of \$1,052,853.03 required to complete Project No. MIRA-020 for construction of the bus shelters at various locations throughout the City; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the First Amendment to the ILA with Broward County to receive Surtax funding in the amount of \$1,052,853.03 required to complete Project No. MIRA-020 for construction of the bus shelters at various locations throughout the City.

Temp. Reso. No. 8397
4/2/25
5/29/25

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
MIRAMAR, FLORIDA AS FOLLOWS:**

Section 1: That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That the City Commission approves the First Amendment to the ILA with Broward County to receive Surtax funding in the amount of \$1,052,853.03 for construction of bus shelters at various locations throughout the City, attached hereto as Exhibit “A.”

Section 3: That the City Manager is authorized to execute the First Amendment to the ILA, attached hereto as Exhibit “A,” together with such non-substantial changes as are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4: That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 5: That this Resolution shall take effect immediately upon adoption.

Temp. Reso. No. 8397
4/2/25
5/29/25

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration

Commissioner Maxwell B. Chambers
Commissioner Avril Cherasard
Vice Mayor Yvette Colbourne
Commissioner Carson Edwards
Mayor Wayne M. Messam

Voted

Reso. No. _____



**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF
MIRAMAR FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT:
COMMUNITY BUS SHELTER IMPROVEMENTS (MIRA-020)**

This is the First Amendment ("Amendment") is entered into between Broward County, a political subdivision of the State of Florida ("County"), and City of Miramar, a municipality of the State of Florida ("Municipality") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. On October 7, 2022, the Parties entered into the Interlocal Agreement for the Surtax-Funded Municipal Transportation Project (the "Agreement") in connection with Municipality's community bus shelter improvements (the "Project").

B. On September 19, 2023, the Broward County Board of County Commissioners approved the County's Five-Year Capital Program, which included funding from the Transportation Surtax for the construction phase of the Project ("Phase 2"). The Parties now desire to amend the Agreement to include the construction documents, deliverables for Phase 2, details on the appropriated surtax funding for the Phase 2, and to extend the Term of the Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Modifications to specific language within the Agreement made in this Amendment are indicated by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. Section 4.1 of the Agreement is amended as follows:

4.1 Term. The term of this Agreement shall begin on the date it is fully executed by the Parties ("Effective Date") and shall end on ~~September 30, 2024~~ **May 22, 2027** ("Initial Term"), unless extended pursuant to Section 4.2.

4. Section 5.4 of the Agreement is amended as follows:

Maximum Funding. Municipality acknowledges that the Maximum Funding Amount set forth below is the maximum amount payable by County and constitutes a limitation upon County's obligation to provide funding to Municipality for the Project. Municipality further acknowledges that subtotal amounts set forth below for the applicable phases and in the Funding Schedule (including as amended) are the maximum amounts payable for the applicable portions of the Project, and constitute limitations on County's obligation to provide funding to Municipality for the Project.

Description	Not-To-Exceed Amounts
Phase 1: Design – Complete Plus: Unspent funding*	\$140,916 \$3,084
Total Surtax Funding for Phase 1 (Paid to Municipality)	\$144,000
Phase 2: Construction Budget Less: Unspent Amount Phase 1 (kept by Municipality)	<u>\$1,055,937.03</u> <u>(\$3,084)</u>
Total Surtax Funding for Phase 2 (See Section 9 below)**	<u>\$1,052,853.03</u>
TOTAL MAXIMUM NOT-TO-EXCEED AMOUNT:	\$144,000 <u>\$1,196,853.03</u>

***Note 1:** County previously paid Municipality \$144,000 for the design phase of the project (Phase 1). After completion of Phase 1, Municipality reported expenses of \$140,916, with a residual balance of \$3,084. The residual balance remains with the Municipality and will be applied to the construction phase of the Project (Phase 2).

****Note 2:** The award for construction (Phase 2) is \$1,056,000, of which \$1,052,853.03 was requested by the Municipality at the time of this construction amendment. The difference of \$3,146.97 may be requested by the Municipality in the future, after review and approval by the County.

In no event shall County be liable to provide funding to Municipality in excess of the applicable amounts stated in the Funding Schedule or the Maximum Funding Amount, regardless of the basis for any claim or the basis for increased cost, including without limitation differing site conditions, delays, weather, or any other reason. If the actual costs of the Project exceed the amount County is obligated to fund per the Funding Schedule, as same may be amended pursuant to this Agreement, Municipality shall be solely responsible for funding any and all such additional amounts. Municipality is solely responsible for any and all costs to operate, support, and maintain the Project unless otherwise agreed in writing by the Parties; County has no obligation to fund any costs related to the Project except as expressly stated in this Agreement.

5. Section 11.6, "Notices" is amended as follows:

With a copy to:

Broward County Attorney's Office:
Attn: ~~Angela J. Wallace~~ **Nathaniel A. Klitsberg**
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301
Email address: ~~ajwallace@broward.org~~ **nklitsberg@broward.org**

6. The following text is added to Section 1 of Exhibit A of the Agreement (bold and underlining omitted):

This Project includes bus stop shelter improvements, as set forth in the signed and sealed Plans, dated August 20, 2024, incorporated herein by this reference.

7. A new Section 4 is added to Exhibit A as follows (bold and underline omitted):

4. Construction Deliverables and Schedule

DELIVERABLES: Phase 2 - Construction

No.	Description	Duration/Deadline	Acceptance Criteria
1	Execution of Amendment to ILA by Municipality	June 18, 2025	ILA Amendment executed by Municipality
2	Construction Advertising Bid, Award, Construction Contract execution	October 22, 2025	Approved Solicitation; Fully Executed Construction Agreement
3	Notice to Proceed (NTP) and Commencement	November 22, 2025	NTP Issued by Municipality to Retained Contractor
4	25% Construction Completion (based on total Project construction cost)	March 22, 2026	Proof of Expenditures by Municipality and subject to County's verification of total Project construction phase billings
5	50% Construction Completion (based on total Project construction cost)	June 22, 2026	Proof of Expenditures by Municipality and subject to County's verification of total Project construction phase billings
6	75% Construction Completion (based on total Project construction cost)	September 22, 2026	Proof of Expenditures by Municipality and subject to County's verification of total Project construction phase billings
7	Substantial Completion	December 22, 2026	Includes punchlist items, final inspections, and non-substantial work items
8	Final Completion	January 22, 2027	Project is certified, Consultant/Engineer/PM's Notice of Acceptability presented to Municipality, and Final Payment Issued

Project Schedule: Phase 2

Description	Deadline
County and Municipality execution of this Amendment	July 1, 2025
Bid Advertisement	July 14, 2025
Bid Award and Construction Contract Execution	October 22, 2025
Notice to Proceed	November 22, 2025
25% Construction Completion	March 22, 2026
50% Construction Completion	June 22, 2026
75% Construction Completion	September 22, 2026
Substantial Completion	December 22, 2026
Final Completion	January 22, 2027

8. A new section is added to Exhibit B of the Agreement as follows (bold and underline omitted):

For Phase 2 (construction), Municipality shall invoice County the Maximum Not-To-Exceed Amount stated below, which funds shall be used only for costs associated through the applicable Deliverable. Upon completion of the applicable Deliverable, Municipality shall submit documentation to County demonstrating the actual expenditures and the total amount of funds received for any preceding Deliverable and not yet expended, which amounts shall be credited toward the next Deliverable payment or refunded to County, as requested by the Contract Administrator. Absent prior written approval by the Contract Administrator, Municipality may not invoice County for funding for a subsequent Deliverable until all prior Deliverables have been satisfactorily completed. Municipality may not invoice for a Deliverable for which a not-to-exceed amount has not been specified in the applicable Funding Schedule.

Deliverable/Phase Description (Phase 2 – Construction)	Maximum Not-to-Exceed Amount
<u>Deliverable 2 Project Construction Advertising Bid, Award, Construction Contract execution</u>	\$263,213.25
<u>Deliverable 3 Notice to Proceed (NTP) and Commencement</u>	\$263,213.25
<u>Deliverable 7 Substantial Completion</u>	\$263,213.25
<u>Deliverable 8 Final Completion</u>	\$263,213.28
<u>GRAND TOTAL</u>	\$1,052,853.03

9. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

10. Preparation of this Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

11. The Parties agree and acknowledge that through the effective date of this Amendment, Municipality has no claims against County with respect to any of the matters covered by the Agreement, and Municipality has no right of set-off or counterclaims against any of the amounts payable under the Agreement.

12. The effective date of this Amendment shall be the date of complete execution by both Parties.

13. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 25th day of August 2020, Agenda Item No. 86, and Municipality, signing by and through its City Manager, duly authorized to execute same.

BROWARD COUNTY

BROWARD COUNTY, by and through
its County Administrator

By _____
Monica Cepero

____ day of _____, 2025

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
William J. Bucciero (Date)
Assistant County Attorney

By _____
Nathaniel A. Klitsberg (Date)
Transportation Surtax General Counsel

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF
MIRAMAR FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT:
COMMUNITY BUS SHELTER IMPROVEMENTS (MIRA-020)**

MUNICIPALITY

ATTEST:

City of Miramar

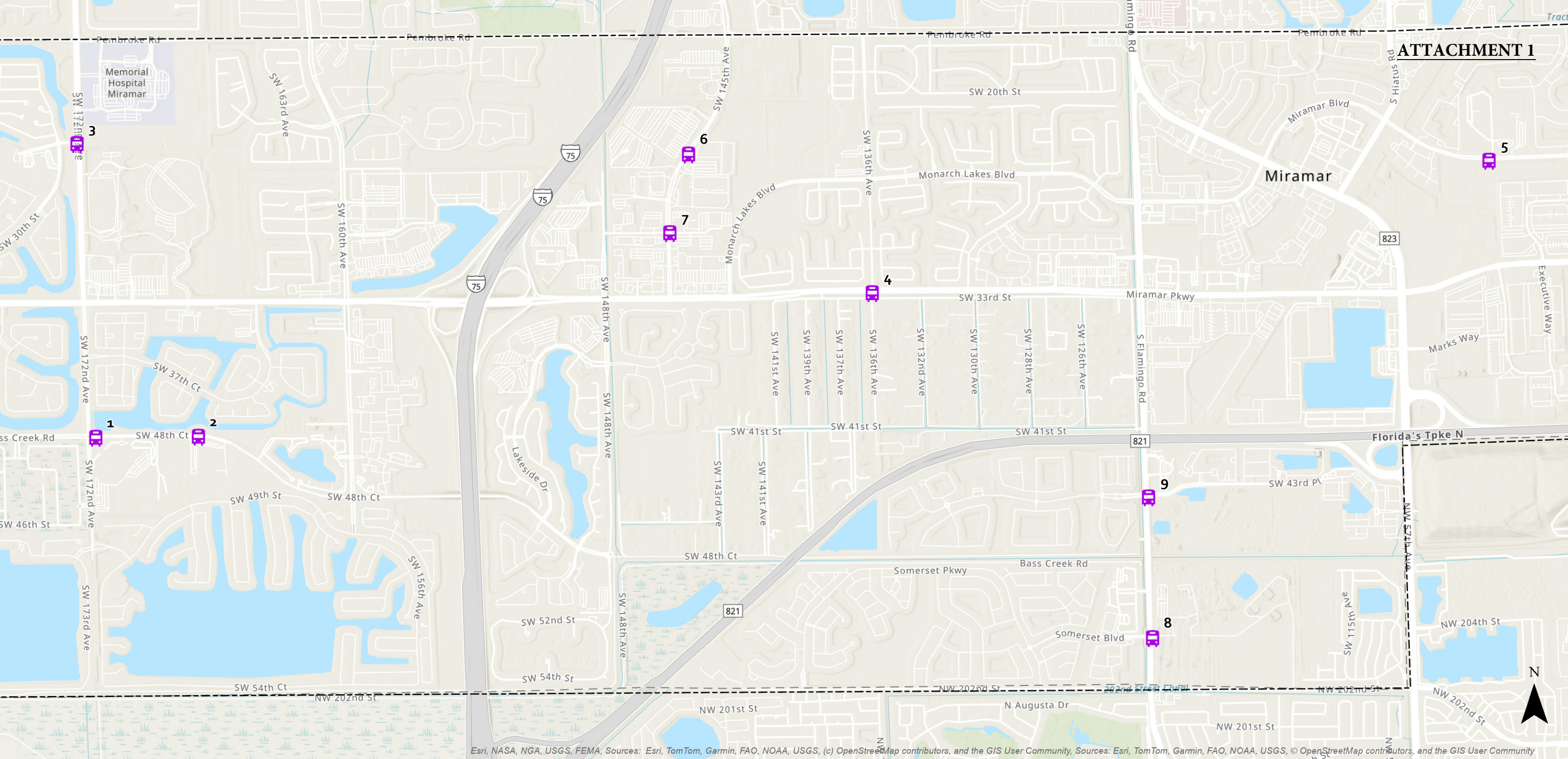
Denise A. Gibbs, City Clerk

By: _____
Dr. Roy Virgin, City Manager

_____ day of _____, 2025

I HEREBY CERTIFY that I have approved this Agreement
as to form and legal sufficiency subject to execution by
the parties:

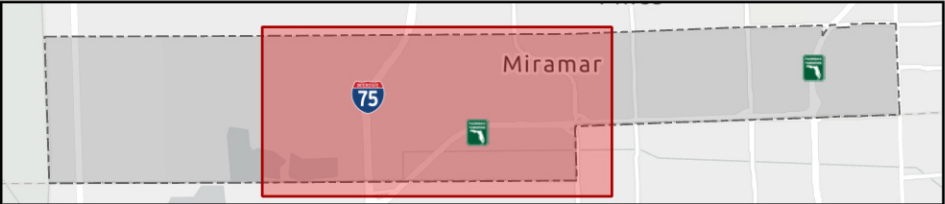
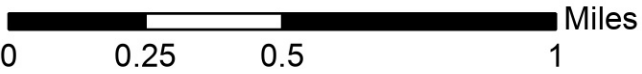
City Attorney,
Austin Pamies Norris Weeks Powell, PLLC



Map ID	Main Street	Cross Street	Stop ID	Direction	Location	Jurisdiction	Shelter
1	BASS CREEK RD	SW 172ND AVE	1	EB	F	LOCAL	7
2	BASS CREEK RD	GLADES MIDDLE SCHOOL	2	EB	INFR	LOCAL	7
3	SW 172ND AVE	SW 23RD ST	3793	SB	F	LOCAL	7
4	MIRAMAR PKWY	SW 136TH AVE	4921	EB	N	LOCAL	5
5	MIRAMAR BLVD	ANSIN SPORTS COMPLEX	7	EB	INFR	LOCAL	5
6	SW 145TH AVE	SOUTHERN GLAZERS (2300 BLDG)	8	NB	INFR	LOCAL	5
7	SW 145TH AVE	HOTEL RD	9	NB	N	LOCAL	7
8	FLAMINGO RD	SOMERSET BLVD	12	NB	N	COUNTY	7
9	FLAMINGO RD	SILVER FALLS BLVD	13	NB	N	COUNTY	7



Proposed Miramar Bus Shelters



- Legend**
- Proposed Miramar Bus Shelters
 - MiramarBoundary