

**MEMORANDUM**

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**TO:** Honorable Chairperson Barbara Carey-Shuler, Ed.D. and Members, Board of County Commissioners      **DATE:** June 15, 2004

**FROM:** George M. Burgess  
County Manager      **SUBJECT:** Joint Participation Agreement with the City of Coral Gables to Provide Funding for Roadway Improvements along Ponce de Leon Boulevard and Roundabouts on Coral Way and Blue Road

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**RECOMMENDATION**

It is recommended that the Board of County Commissioners approve the attached resolution authorizing the execution of a Joint Participation Agreement (JPA) between Miami-Dade County (County) and the City of Coral Gables (City). The JPA provides for reimbursement to the City in an amount currently estimated not to exceed \$1,701,500 for the cost of roadway improvements along Ponce de Leon Boulevard, to include design work from Alcazar Avenue to SW 8 Street, and construction work from Almeria Avenue to Alcazar Avenue; and the analysis, design and construction of three roundabouts.

**BACKGROUND**

The City of Coral Gables has conducted a traffic engineering study on the Ponce de Leon Boulevard corridor in the City's downtown core. The study was conducted to address the need for new infrastructure in this area where growth and development have greatly impacted the ability of the existing corridor to accommodate the increase in traffic flows.

As a result of this analysis, the City has worked with its consultants to propose improvements that will greatly benefit the many merchants, shoppers and commuters who travel in the City's downtown grid system. The JPA's commitment for the Ponce de Leon Boulevard project consists of funding for the design from Alcazar Avenue to SW 8 Street, and construction from Almeria Avenue to Alcazar Avenue of a raised center median with addition of left turn bays along the entire corridor; conversion of angle parking to parallel parking on a portion of the corridor between Alcazar Avenue and SW 8 Street; and the reduction of lanes from 6 to 4 on a portion of the corridor between Almeria Avenue and Alcazar Avenue. Construction funds for the aforementioned segment from Alcazar Avenue to SW 8 Street are not included in this Agreement, as cost estimates are still under revision by the City and its design consultants, and will be addressed at a future date per the City's request.

In addition, the JPA provides for County funding participation in the design and construction of three proposed roundabouts, located at the intersections of Coral Way and Segovia Street, Blue Road and San Amaro Drive, and Blue Road and Alhambra Circle. Pursuant to the County's Road Impact Fee Ordinance, the City will be required to complete and submit a traffic capacity analysis study to verify that capacity improvements will be achieved, before funds will be approved for the design or construction of any of these roundabouts.

The JPA provides for County participation in funding up to \$1,701,500, from available Road Impact Fee District 7 Funds, as specified in the Transportation Improvement Program. The said amount, provided to the City, represents 100% of the cost of standard improvements normally provided by the County in its projects, and is based on current estimates provided by the City. Should the actual costs to provide these standard improvements exceed the specified amount, additional funds may be provided by the County through an amendment to this Agreement. In any case, the County will limit its funding participation to provide these standard project improvements, thereby requiring the City to provide its own funds for project improvements beyond what the County would normally include in its own projects. Furthermore, it sets the respective maintenance responsibilities to be assumed by the County and the City upon their completion.



\_\_\_\_\_  
Assistant County Manager



# MEMORANDUM

(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D.  
and Members, Board of County Commissioners

DATE: July 13, 2004

FROM: Robert A. Ginsburg  
County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

- "4-Day Rule" ("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
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved \_\_\_\_\_ Mayor

Agenda Item No.

Veto \_\_\_\_\_

Override \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING EXECUTION OF A JOINT PARTICIPATION AGREEMENT BETWEEN THE CITY OF CORAL GABLES AND MIAMI-DADE COUNTY TO PARTICIPATE IN FUNDING IMPROVEMENTS ALONG THE PONCE DE LEON BOULEVARD CORRIDOR AND THREE TRAFFIC ROUNDABOUTS; AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE THE PROVISIONS THEREIN

WHEREAS, both the City of Coral Gables and Miami-Dade County wish to facilitate improvements along the Ponce de Leon Boulevard corridor, and the creation of traffic roundabouts to improve traffic capacity in the City,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Joint Participation Agreement between Miami-Dade County and the City of Coral Gables, providing for County reimbursement to the City of up to \$1,701,500 of the cost for these improvements, in substantially the form attached hereto and made a part hereof; and authorizing the County Manager to execute same for and on behalf of Miami-Dade County and to exercise the provisions contained therein.

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:

Dr. Barbara Carey-Shuler, Chairperson	
Katy Sorenson, Vice-Chairperson	
Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorin D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 13th day of July, 2004. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

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

HARVEY RUVIN, CLERK

Approved by County Attorney as  
to form and legal sufficiency. *[Signature]*

By: \_\_\_\_\_  
Deputy Clerk

**Road Impact Fee Improvement Projects in the City of Coral Gables  
JOINT PARTICIPATION AGREEMENT**

This AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between the CITY OF CORAL GABLES, FLORIDA, a municipal corporation of the STATE OF FLORIDA, hereinafter referred to as the "City", and MIAMI-DADE COUNTY, a political subdivision of the STATE OF FLORIDA, hereinafter referred to as the "County".

**WITNESSETH**

WHEREAS both parties herein wish to facilitate the construction of road improvement projects in MIAMI-DADE COUNTY, hereinafter referred to as the "Projects" described as follows:

1. **Ponce de Leon Boulevard from Almeria Avenue to SW 8<sup>th</sup> Street** – Design from Alcazar Avenue to SW 8<sup>th</sup> Street and Construction from Almeria Avenue to Alcazar Avenue of raised center median with addition of left turn bays along the entire corridor; conversion of angle parking to parallel parking on a portion of the corridor between Alcazar Avenue and SW 8<sup>th</sup> Street; and the reduction of lanes from 6 to 4 on a portion of the corridor between Almeria Avenue and Alcazar Avenue.

2. **Coral Way and Segovia Street, Blue Road and San Amaro Drive, and Blue Road and Alhambra Circle** – Traffic Studies (Required), Design, and Construction of roundabouts; and

WHEREAS the County wishes to utilize the resources of the City to study, design, contract, construct, and administer the Projects, subject to the terms and conditions of this Agreement; and

WHEREAS, the parties further wish to designate the maintenance responsibilities to be assumed upon the completion of the Projects;

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the parties agree:

Section 1.     Traffic Studies (Roundabouts). The City shall complete and submit a traffic study including capacity analysis where required, conducted by a professional traffic engineering firm. Funds will not be approved for design or construction of any roundabouts unless the studies verify that capacity improvements will be achieved.

Section 2.     Design. The City, through its design professionals, shall complete construction plans for the Projects implementing the standards of Miami-Dade County, and other appropriate design criteria. The City shall submit to the County a written certification of compliance with those standards for all work performed under this Agreement. The City's engineer will inform all utility owners with facilities in the vicinity of the proposed work and provide information relative to any required utility adjustments or relocations. The City's engineer will conduct a utility coordination meeting with utility owners to resolve all-utility conflicts and other utility issues, and

shall provide two sets of prints for each utility company prior to the meeting. The City's engineer shall provide adequate design and coordination to accommodate utilities in order to avoid claims and delays during construction.

The final design plans, consisting of drawings and specifications setting forth in detail the requirements for construction of the Projects, and the construction cost estimates, shall be submitted to the County and must be approved by the County before the Projects are bid or constructed.

Section 3. Permits and Approvals. During the course of design, the City, through its Department of Public Works, shall identify all necessary permits and coordinate the review of construction documents by utilities and permitting agencies such as the Miami-Dade County Water and Sewer Department and the Florida Department of Transportation. The City shall make all necessary adjustments as required for approval and/or permitting by those agencies. The City shall obtain all necessary permits, and utility adjustments for the Projects in accordance with applicable State, Federal and Local Laws and ordinances.

Section 4. Construction. The City shall procure the services of a licensed contractor holding an engineering contractor's license to construct the Projects. The City may award the contract through any available lawful means which, in the City's discretion, affords the most competitive price for construction of the Projects and which may include, but is not limited to, bid solicitation, request for proposals, the award of a change order on existing City contract(s), or the extension of unit-prices provided in

connection with prior competitive bid awards. Regardless of which methodology is used, the City shall at all times maintain separate accounting for the costs of the Projects so those costs may be independently verified and audited by the County.

The construction contracts shall also contain a requirement that the contractor provide a payment and performance bond at least in the amount and form required by law naming the County and City as joint obligees or joint contracting public entities. The construction contracts shall contain a contingency amount to address unforeseen conditions and owner required changes which shall not exceed ten percent (10 %) of the base amount of the contract.

Subsequent to the evaluation of bids or proposals by the City and the City's determination of the most advantageous bid or proposal, the City shall provide said evaluation to the County's Director of Public Works for approval. The County will not unreasonably withhold or delay its approval. Final commitment of County funds for the Projects, shall occur upon approval of the contract award recommendations by the Public Works Director.

Section 5. County Payments of Project Costs. The County shall disburse to the City funds for the design and construction and inspection of the Projects in the manner set forth in this Section.

The City will send invoices to the County for reimbursement of payment for all covered analysis, designs or construction. The County shall review and approve or take other appropriate action upon the City's submittals forwarded to the City by the design professionals or construction contractors. The County will not consider the

reimbursement of submittals for areas not covered by the scope of work defined in this Agreement, at variance with standard COUNTY design criteria, or tasks performed before the date of execution of this Agreement. The County will limit its reimbursements to providing the cost of standard improvements normally provided by the County in its projects.

For the purposes of this Agreement, reimbursable project elements shall be designated as set forth below:

**Ponce de Leon Boulevard from Almeria Avenue to SW 8<sup>th</sup> Street** – Design from Alcazar Avenue to SW 8<sup>th</sup> Street and Construction from Almeria Avenue to Alcazar Avenue of raised center median with addition of left turn bays along the entire corridor; conversion of angle parking to parallel parking on a portion of the corridor between Alcazar Avenue and SW 8<sup>th</sup> Street; and the reduction of lanes from 6 to 4 on a portion of the corridor between Almeria Avenue and Alcazar Avenue.

**Coral Way and Segovia Street, Blue Road and San Amaro Drive, and Blue Road and Alhambra Circle** – Traffic Studies (Required), Design, and Construction of roundabouts.

The amounts shown below are based on the current estimated costs of the Projects. The parties recognize that adjustments to the above-referenced costs may be required in the future and that at the option of the parties, amendments may be entered into to revise the funds available for the Projects. Provided that there is no increase in the amount of County funds required, such amendments may be executed by the City and County Managers without the need for approval by the City and County Commissions.

The County shall disburse to the City for design and construction of the Project the following amounts as specified below:

<u>Project</u>	<u>Study and Design Costs</u>	<u>Construction Costs</u>	<u>Funding Source</u>	<u>County Fiscal Year of Commitment</u>
Ponce de Leon Boulevard from Almeria Avenue to Alcazar Avenue Improvements		\$1,000,000 (Construction Only)	Road Impact Fees	2003-04
Ponce de Leon Boulevard from Alcazar Avenue to SW 8 <sup>th</sup> Street Improvements	\$250,000 (Design Only)		Road Impact Fees	2003-04
Coral Way and Segovia Street, Blue Road and San Amaro Drive, and Blue Road and Alhambra Circle Roundabouts	\$151,500	\$300,000	Road Impact Fees	2003-04

At the time of contract award for this Project, the City shall submit the Estimated Quarterly Construction Payout Schedule for the Projects to the County Public Works Director. Quarterly disbursement of County funds to the City shall be based upon City invoices with certified copies of paid contractor estimates attached and shall not include any other charges.

Section 6.     Construction Administration and Inspection.   The City shall exercise all responsibilities of the owner under the construction contracts, including construction administration and inspections. The City may delegate this function to an authorized agent or CEI consultant. The County's inspector shall have an oversight role in the routine daily inspections. In the case of a disagreement over the interpretation of the plans, the County's Public Works Director, or his representative, shall have final authority subsequent to an independent final inspection by the County. The City's Engineer and the County's designated representative shall jointly perform the inspection of the Projects, which immediately precedes substantial completion. Final payment to the City and obligation of maintenance responsibility to the parties shall be subject to the final acceptance of the Projects by the County Public Works Director or designee. The City shall certify upon completion that the Projects have been constructed pursuant to the design plans, specifications, and approved change orders.

Section 7.     Audit. The City agrees to permit the County auditors to inspect the books, records, and accounts of the Projects for three years after completion of the Projects. These records shall be made available to the County for inspection within five (5) working days upon written receipt of a written request from the County.

Section 8.     Indemnification. To the extent authorized by Florida law, the City hereby agrees to indemnify, defend, save and hold harmless the County 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 City, its agents or employees. It is specifically

understood and agreed that this indemnification clause does not cover or indemnify the County for its sole negligence or breach of contract.

To the extent authorized by Florida law, the County hereby agrees to indemnify, defend, save and hold harmless the City to the extent of all the limitations included with section 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. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the City for its sole negligence or breach of contract.

In the event of breach or non-performance by the persons selected by the City to perform the work, the City shall, upon written request by the County, assign to the County any and all of its rights under the affected contract for purposes of the County's prosecution of claims, actions or causes of action resulting from such breach or non-performance. The City agrees to cooperate fully with the County in the prosecution of any such claim or action. Any damage recovered by the County which is attributable to an expenditure by the City shall be returned to the City by the County, within sixty (60) days of receipt.

Section 9. Maintenance Responsibilities. Upon completion of the Projects, the parties will assume maintenance responsibilities as set forth below:

**Ponce de Leon Boulevard from Almeria Avenue to SW 8<sup>th</sup> Street Improvements:**

Maintenance Responsibility  
by Miami-Dade County

Signalization – County Standard Design  
Pavement Markings

Maintenance Responsibility  
by the City of Coral Gables

(Any additional or non-standard items constructed)

Asphaltic Concrete  
Sidewalks

Traffic Signage

Concrete curb and Gutter  
Drainage Facilities  
Signalization – Non-County Standard Design  
Street Lighting  
Landscaping  
Irrigation

**Coral Way and Segovia Street, Blue Road and San Amaro Drive, and Blue Road and Alhambra Circle Roundabouts:**

Maintenance Responsibility  
by Miami-Dade County

Asphaltic Concrete – County Standard  
(only within Roundabouts,  
on Blue Road and on Coral Way)  
Sidewalks (only within Roundabouts,  
on Blue Road and on Coral Way)  
Concrete curb and Gutter (only within  
Roundabouts, on Blue Road and  
on Coral Way)  
Signalization  
Pavement Markings  
Traffic Signage

Maintenance Responsibility  
by the City of Coral Gables

(Any additional or non-standard items constructed)  
Asphaltic Concrete (on remaining Streets)  
Landscaping  
Sidewalks  
Concrete curb and Gutter  
Irrigation  
Pavers or other non-standard pavement

Section 10. Notices. Any and all notices required to be given under this

Agreement shall be sent by first class mail, addressed as follows:

To the County:

Attention: Aristides Rivera, P.E., P.L.S.  
Director, Public Works Department  
Miami-Dade County  
111 N. W. 1<sup>st</sup> Street, Suite 1640  
Miami, Florida 33128  
(305) 375-2960

To the City:

Attention: Mr. Alberto Delgado, P.E.  
Director, Public Works Department  
City of Coral Gables  
285 Aragon Avenue  
Coral Gables, Florida 33134  
(305) 460-5001

Section 11. Dispute Resolution, Applicable Law. The parties shall resolve any disputes, controversies or claims between them arising out of this Agreement in accordance with the “Florida Governmental Conflict Resolution Act”, Chapter 164, Florida Statutes, as amended. This Agreement shall be governed by the laws of the State of Florida. Venue in any proceedings shall be in Miami-Dade, Florida.

Section 12. Entire Agreement, Amendments. This document 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 of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms contained herein shall be effective unless set forth in writing in accordance with this section. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the parties.

Section 13. Compliance With Laws. The parties shall comply with applicable federal, state and local laws, codes, ordinances, rules and regulations in performing their respective duties, responsibilities, and obligations pursuant to this Agreement and with all

applicable laws relating to the Projects. The parties shall not unlawfully discriminate in the performance of their respective duties under this Agreement.

Section 14. Severance. In the event a portion of this Agreement is found to be invalid by a court of competent jurisdiction, the remaining provisions shall continue to be effective unless the City or County elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

IN WITNESS WHEREOF, the parties hereto set their hands and official seals the day and year first above written.

ATTEST:  
HARVEY RUVIN  
CLERK OF THE BOARD

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

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
County Manager

Approved by County Attorney  
as to form and legal sufficiency \_\_\_\_\_

ATTEST:

CITY OF CORAL GABLES, a municipal  
corporation of the State of Florida

BY: \_\_\_\_\_  
Walter J. Foeman  
City Clerk

BY: \_\_\_\_\_  
David L. Brown  
City Manager

Approved by City Attorney  
as to form and legal sufficiency \_\_\_\_\_