Memorandum

MIAMI-DADE COUNTY

Date: October 7, 2008

Agenda Item No. 8(R)(1)(D)

To: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Resolution approving an agreement between Miami-Dade County and the City of Coral Gables providing for the removal of 400 cubic yards of sand and rock deposited in the Coral Gables Waterway

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RECOMMENDATION

It is recommended that the Board of County Commissioners adopt the attached resolution approving an agreement between Miami-Dade County and City of Coral Gables for the removal of 400 cubic yards of sand and rock inadvertently deposited in the Coral Gables Waterway during repair work being performed on a 48-inch water main by the Miami-Dade Water and Sewer Department (WASD).

SCOPE OF AGENDA ITEM

The work will be performed at Blue Road (S.W. 48 Street) and the Coral Gables Waterway, in Commission District 7.

FISCAL IMPACT/FUNDING SOURCE

The County will reimburse the City for debris removal and disposal in an amount not to exceed $100,000 from WASD operating and maintenance revenues.

TRACK RECORD/MONITOR

WASD's Intergovernmental Affairs Manager will monitor the agreement.

BACKGROUND

On November 16, 2006, a 48-year old county 48-inch water main located at Blue Road (S.W. 48 Street) and the Coral Gables Waterway broke and was repaired by WASD crews. The water main break caused 400 cubic yards of sand and rock material to form a shoal, which raises the bottom floor of the impacted area. The County acknowledges its responsibility to remove the shoal or pay for its removal.

The County does not have the in-house expertise to remove the shoal. The City is currently planning a construction project to dredge the Coral Gables Waterway and agreed to include the removal of the shoal in their construction project. The project will be competitively bid by the City and performed by a contractor selected by the City. According to the conditions of this agreement, the County will reimburse the City for debris removal and disposal in an amount not to exceed $100,000.

This agreement will terminate after the shoal has been removed by the City's contractor and the County has reimbursed the City for the work. The County shall not be liable for any claims for delays or damages by the City's contractor. The City has approved the agreement.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: October 7, 2008

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

SUBJECT: Agenda Item No. 8(R)(1)(D)

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**

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Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(R)(1)(D)
10-7-08

RESOLUTION NO._____

RESOLUTION APPROVING EXECUTION OF AGREEMENT WITH THE CITY OF CORAL GABLES PROVIDING FOR THE RESTORATION OF A PORTION OF THE CORAL GABLES WATERWAY IN AN AMOUNT NOT TO EXCEED $100,000

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 hereby approves the execution of the agreement with the City of Coral Gables providing for the restoration of a portion of the Coral Gables Waterway in an amount not to exceed $100,000, in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or County Mayor's designee to execute same for and 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:

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of October, 2008. 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:

Henry N. Gillman

AGREEMENT BETWEEN MIAMI-DADE COUNTY
AND
CITY OF CORAL GABLES
PROVIDING FOR THE RESTORATION OF A PORTION OF THE
CORAL GABLES WATERWAY

THIS Agreement, made and entered into this _____ day of_____2008, by and between the Miami-Dade County, hereinafter referred to as the "County", a political subdivision of the State of Florida and the City of Coral Gables, hereinafter referred to as the "City", a municipal corporation organized and existing under the laws of the State of Florida.

WITNESSETH:

WHEREAS, the County, through its Miami-Dade Water and Sewer Department (WASD) has applied to the City for a construction permit for site restoration repairs caused when a 48-inch water main broke at a joint from normal wear and tear as the main was installed in 1960. The water main is located at Blue Road (S.W. 48th Street) and the Coral Gables Waterway within the boundaries of the City; and

WHEREAS, not included in the construction permit work is the removal and disposal of 400 cubic yards of sand and rock material deposited in the canal bottom causing the formation of a shoal located approximately 60 feet north of the Blue Road Bridge which occurred when the 48-inch water main broke on November 16, 2006; and

WHEREAS, WASD acknowledges its responsibility for removing and disposing of the shoal and has requested a waiver from the City to perform any dredging activity under this permit application at this time; and

WHEREAS, the City is preparing construction plans and specifications to dredge the Coral Gables Waterway and has agreed to include the removal and disposal of the shoal in its future construction contract, expected to commence within two to four years.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the County and the City consent and agree that the above recitations are true and further covenant and agree to the following terms and conditions:

1. The City shall include the dredging of 400 cubic yards of the shoal deposited in the canal bottom approximately 60 feet north of the Blue Road Bridge (S.W. 48th Street) ("the project") in the construction specifications for Coral Gables Waterway project which will be competitively bid by the City within two to four years from the date of this agreement.

2. The City and the County concur that the County will reimburse the City for the removal and disposal of 400 cubic years of shoal based on the unit cost per cubic yard for debris removal and disposal as included in the City's bid award. The current estimated cost for removing and disposing of the shoal is $35,800. However, the County shall reimburse the City for the actual cost of the project in an amount not to exceed $100,000 and upon receiving and approving a proper invoice from the City with documentation that the City's contractor's fees have

been paid. The County shall not be liable for any claims for delays or damages asserted by the City's contractor.

3. After the City's contractor has completed the removal and disposal of the shoal from the waterway, the City shall submit an invoice to the County as follows:

Miami-Dade Water and Sewer Department
Attention: Accounts Payable Supervisor
3071 S.W. 38th Avenue
Miami, Florida 33146

The County agrees to reimburse the City within sixty (60) days of receipt of a proper invoice.

4. This agreement shall terminate when the 400 cubic yards of shoal described in Paragraph 1 above have been removed and disposed of from the waterway and the County has reimbursed the City for the project cost specified herein.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

ATTEST:

By: _____

Clerk

MIAMI-DADE COUNTY:

By: _____ (SEAL)

County Mayor

ATTEST:

BY: _____

City Clerk

CITY OF CORAL GABLES

BY: _____ (SEAL)

City Manager

Approved as to form and legal sufficiency:

_____

Assistant County Attorney

Approved as to form and legal sufficiency

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Attorney for City of Coral Gables