

# Memorandum



**Date:** February 2, 2010

**To:** Honorable Chairman Dennis C. Moss  
and Members, Board of County Commissioners

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

**From:** George M. Burgess  
County Manager

**Subject:** Joint Participation Agreement (JPA) between Miami-Dade County and the Town of Golden Beach to Provide People's Transportation Plan (PTP) Funding up to a Maximum of \$300,000 for Design Services to Replace the Center Island and Navona Avenue Bridges

## RECOMMENDATION

It is recommended that the Board of County Commissioners (BCC) approve the attached resolution authorizing the execution of a Joint Participation Agreement (JPA) between Miami-Dade County (County) and the Town of Golden Beach (Town), for design services to replace the Center Island and Navona Avenue Bridges. The JPA provides funding through the Charter County Transit System Sales Surtax (the Surtax); therefore, approval by the BCC and the Citizens' Independent Transportation Trust (CITT) is required.

## SCOPE

This project is located within the Town of Golden Beach, in Commission District 4.

## FISCAL IMPACT/FUNDING SOURCE

The cost of design services are estimated at \$598,000. The County's contribution to design costs will be up to a maximum amount of \$300,000. Specific funding will be allocated from Commission District 4's yearly PTP allocation.

## DELEGATION OF AUTHORITY

No additional authority is being requested within the body of this contract.

## TRACK RECORD/MONITOR

The County will utilize the resources of the Town to design the project on a reimbursable basis. Disbursement of County funds to the Town shall be based upon Town invoices with certified copies of paid consultant invoices. The project will be assigned to Marcos Redondo, P.E., Section Head, Highway Division Bridge Section, Miami-Dade County Public Works Department (PWD), who will oversee review of the Town's reimbursement submissions before release of funds is recommended.

As part of this JPA, the City agrees to comply with applicable County regulations including but not limited to the Community Small Business Enterprise (CSBE) Program, Community Business Enterprise (CBE) Program, the Community Workforce Program (CWP), and the Responsible Wages and Benefits Ordinance (Ordinance No. 90-143). The work covered under this JPA has been analyzed by the County's Review Committee (RC). The RC has recommended a No Measure for CBE participation in the design of the project.

**BACKGROUND**

The Center Island and Navona Avenue Bridges were built in 1955, and are both experiencing critical infrastructure issues that require immediate attention. FDOT has inspected the bridges and notified the Town that the Center Island Bridge has severely deteriorated, and that the Navona Avenue Bridge is structurally deficient.

These bridges provide the only means for residents of the Town's Center Island and North Island to reach their homes. The risk and concerns presented by their deteriorated conditions has made it critical that the bridges be replaced to ensure safe travel for residents and emergency vehicles to access the islands. At this time, the Town has enacted weight limit restrictions of 8 tons, as well as a reduction in speed from 25 mph to 10 mph on the bridges.

The Town issued a resolution certifying the bridges a valid public emergency on December 2, 2008, and waived normal bid procedures in order to expedite the approval of engineering services for the design of replacement bridges. These designs have been completed, and will allow the bridge replacement projects to proceed as quickly as possible. The Town has requested that the County participate in the design of the replacement bridges, and has worked with the District Commissioner to identify PTP funding for a share of the project's design cost, up to a maximum of \$300,000. The Town is currently seeking to identify funding that will be used in the construction phase of the replacement bridges.

On October 27, 2009, the Town Council of the Town of Golden Beach adopted Resolution No. 2050.09 approving this JPA.

  
Assistant County Manager



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairman Dennis C. Moss  
and Members, Board of County Commissioners

**DATE:** February 2, 2010

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

**SUBJECT:** Agenda Item No. 8(P)(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(P)(1)(C)

Veto \_\_\_\_\_

2-2-10

Override \_\_\_\_\_

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

RESOLUTION AUTHORIZING EXECUTION OF A JOINT PARTICIPATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF GOLDEN BEACH TO PROVIDE PEOPLE'S TRANSPORTATION PLAN (PTP) FUNDING UP TO A MAXIMUM OF \$300,000 FOR DESIGN SERVICES TO REPLACE THE CENTER ISLAND AND NAVONA AVENUE BRIDGES; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE PROVISIONS THEREIN; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSIT SURTAX FUNDS

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

**WHEREAS**, both the Town of Golden Beach and Miami-Dade County wish to facilitate the designs to replace the Center Island and Navona Avenue Bridges,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board approves this Joint Participation Agreement between Miami-Dade County and the Town of Golden Beach, providing funding up to a maximum of \$300,000 to the Town for eligible expenses incurred in these designs, in substantially the form attached hereto and made a part hereof; and authorizing the County Mayor or County Mayor's designee 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:

Dennis C. Moss, Chairman	
Jose "Pepe" Diaz, Vice-Chairman	
Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 2<sup>nd</sup> day of February, 2010. This resolution shall become effective as follows: (1) 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, and (2) either i) the Citizens' Independent Transportation Trust (CITT) has approved same, or ii) in response to the CITT's disapproval, the County Commission re-affirms its award by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

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

HARVEY RUVIN, CLERK

Approved by County Attorney as  
to form and legal sufficiency.



Bruce Libhaber

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

**JOINT PARTICIPATION AGREEMENT  
BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF GOLDEN BEACH  
BRIDGE DESIGN SERVICES**

This AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the TOWN OF GOLDEN BEACH, FLORIDA, a municipal corporation of the STATE OF FLORIDA, hereinafter referred to as the "Town", 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 design of bridge replacement projects in MIAMI-DADE COUNTY, hereinafter referred to as the "Project" described as follows:

The design services for the replacement of the Center Island Bridge and the Navona Avenue Bridge; and

WHEREAS, the County wishes to utilize the resources of the Town to design the Project, subject to the terms and conditions of this Agreement,

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

**RESPONSIBILITIES OF TOWN:**

- 1.1. **Design:** The Town will secure engineering design and consulting services from qualified firms, pursuant to §Section 287.055, of the Florida Statutes, to develop the construction plans, technical specifications, special provisions, pay items and cost estimates for the Project in accordance with standard Florida Department of Transportation, County, and/or Town, as applicable, design criteria, to the satisfaction of the County's Public Works Director or their designee. The County agrees that the selection, retention and discharge of the design consultant shall be the responsibility of the Town in accordance with applicable laws and Town procedures. Notwithstanding any provision to the contrary, the Town shall comply with all applicable County contract compliance and oversight measures relating to the expenditure of County funds, in accordance with Section 6 of this Agreement.
  
- 1.2. **Permits and Approvals:** The Town shall obtain a preliminary approval (dry-run) of all necessary permits, and utility adjustments; and coordinate the review of construction documents by utilities and permitting agencies. The Town shall make all necessary adjustments as required for approval and/or permitting by those agencies. The Town shall perform a satisfactory dry-run of all necessary permits, and shall perform all utility adjustments for the Project in accordance with applicable state, federal and local laws and ordinances. The Town shall not pay for any permits required by the Miami-Dade County Public Works Department.

- 1.3. **Right-of-Way**: The Town shall acquire at its sole expense, any right-of-way that is required to complete the construction of the Project.
- 1.4. **Public Information and Involvement**: The Town will implement a Public Involvement Plan (PIP) during the design of the Project to provide information to property owners, tenants, and area residents, including but not limited to: public meetings, project documentation and flyers, business signs, directional parking signs, and schedules for major work to be performed in the area. Appropriate investigation of the project stakeholders will be used to develop the goals and objectives to implement the PIP. The Town shall submit a copy of the PIP to the County Public Works Director for review and concurrence.
- 1.5. **Accounting**: The Town shall at all times maintain separate accounting for the costs of the Project so those costs may be independently verified and audited by the County, at the request and cost of the County. The Town agrees to permit the County auditors to inspect the books, records and accounts of the Project for three (3) years after completion of the Project. These records shall be made available to the County for inspection within five (5) business days upon written receipt of a written request from the County.
- 1.6. **Additional Work**: The Town shall notify the County Public Works Director in writing before additional work is authorized beyond the allocated amount. The Town shall also invite the County to participate in negotiations of any additional work. The County shall review and make a determination or approval of all additional work or supplemental agreements, permits, modifications of plans, or other requests for approvals submitted by the Town.

**2. RESPONSIBILITIES OF COUNTY:**

**2.1. Funding Amount, Reimbursement of Project Costs:** The project design is currently estimated to cost \$598,000. The County agrees to provide funding, up to a maximum amount of \$300,000 for eligible costs, as defined herein, incurred by the Town for the design of the Project. The County shall disburse to the Town funds for the Project in the manner set forth in this Section. The County shall incur no liability for any costs in excess of said funding amount unless there has been a duly authorized increase approved by the Board of County Commissioners and the Citizens' Independent Transportation Trust (CITT).

**2.2. County Payments of Project Costs:** The County funds provided for eligible costs as defined herein, incurred for the design of the Project are specified below:

<u>Funding Amount</u>	<u>Funding Source</u>	<u>County Fiscal Year of Commitment</u>
\$300,000 (Maximum)	Transit Surtax Funds (Design)	2009-2010

**2.3. Project Cost Adjustments:** The amount contributed by the County is based on the current estimated costs of the Project. The parties recognize that adjustments to the above-referenced cost 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 Project. Provided that there is no increase in the amount of County funds required as stated in Section 2.1, amendments may be executed by the Town Manager and the County Mayor or County Mayor's

designee without the need for approval by the Town Council and County Commission. Otherwise, further funding commitments shall be subject to the approvals of the parties' respective governing boards.

3. **ELIGIBLE COSTS:** The parties agree that only the below identified costs that may be incurred by the Town that are directly related to the Project are eligible for reimbursement, provided adequate documentation accompanies the reimbursement request in the form of approved invoices, verified payment requests, documented journal entries, and/or check vouchers. For purposes of this Agreement, eligible costs are further defined as those pertaining to the design of Project elements that are the standard items normally provided for by the County in County bridge replacement projects, and not the enhancement of standard items, or the incorporation of items which are in addition to those standard items. The County shall not be assumed to be liable to provide reimbursement for the design of such items that do not conform to this section of the Agreement. The parties further agree that eligible costs will not include fees for project management.

4. **SCHEDULE AND MANNER OF REIMBURSEMENTS:** Upon execution, the Town shall furnish the County with a copy of the estimated budget for the Project, and will similarly furnish the County with any and all revisions thereto. At the time of contract award for this Project, the Town shall submit the Estimated Payout Schedule for the Project to the County Public Works Director. Quarterly disbursement of County funds to the Town shall be based upon Town invoices with certified copies of paid consultant billings attached and shall not include any other charges. The quarterly

submittal for invoice shall also include a certified copy of payment to Sub-Contracted firms.

5. **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 Project. The parties shall not unlawfully discriminate in the performance of their respective duties under this Agreement.
6. **BUSINESS PROGRAM COMPLIANCE AND OVERSIGHT**: Whenever County funds are used, the Town agrees to comply with applicable County regulations including but not limited to the Community Small Business Enterprise (CSBE) Program, Community Business Enterprise (CBE) Program, the Community Workforce Program (CWP), and the Responsible Wages and Benefits Ordinance (Ordinance No. 90-143). Specifically, the Town agrees to abide by the applicable contract measure recommendation(s) established by the Department of Business Development Project Worksheet for the participation of specified business entities and/or trades, and for CWP requirements, as administered by the County's Department of Small Business Development (SBD). SBD shall have the right to oversee and perform compliance monitoring, including but not limited to, the right to audit and to require reports and documentation related to the Code.
7. **CITIZENS' INDEPENDENT TRANSPORTATION TRUST APPROVAL**: Unless waived by action of the County, this Agreement shall only become effective upon approval by the Board of County Commissioners and the Citizens' Independent Transportation Trust (CITT) or, if not approved by the CITT, by the Board of County

Commissioners reaffirmance of the award by 2/3 vote of its membership, all pursuant to the applicable ordinance. In the event the Agreement is not approved, the Agreement shall be null and void and be of no force or effect.

8. **INDEMNIFICATION**: To the extent authorized by Florida law, the Town hereby agrees to indemnify, defend, save and hold harmless the County 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 Town, 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 Town to the extent of all the limitations included in 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 Town for its sole negligence or breach of contract.

In the event of breach or non-performance by the persons selected by the Town to perform the work, the Town 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 unless the Town pursues such claims, actions or causes of action through arbitration, administrative proceeding or lawsuit. The Town 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 Town shall be returned to the Town by the County, within sixty (60) business days of receipt.

9. **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.

10. **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.

11. **JOINT PREPARATION:** The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form

a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties from the other.

**12. 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 Town or County elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) business days after the finding by the court becomes final.

**13. 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: Esther L. Calas, P.E.  
Director, Public Works Department  
Miami-Dade County  
111 NW First Street, Suite 1640  
Miami, Florida 33128  
(305) 375-2960

**To the Town:**

Attention: Alexander Diaz  
Town Manager, Town of Golden Beach  
1 Golden Beach Drive  
Golden Beach, Florida 33160  
(305) 932-0744 Ext 224

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 Mayor or County Mayor's Designee

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

ATTEST: TOWN OF GOLDEN BEACH, a municipal  
corporation of the State of Florida

BY: Elizabeth Sewell  
Elizabeth Sewell  
Town Clerk

BY: Glenn Singer  
Glenn Singer  
Mayor

(Affix Town Seal)

Approved by Town Attorney  
as to form and legal sufficiency \_\_\_\_\_  
Stephen Helfman  
Town Attorney

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TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2050.09

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A JOINT PARTICIPATION AGREEMENT WITH MIAMI-DADE COUNTY FOR BRIDGE DESIGN SERVICES IN CONNECTION WITH THE REPLACEMENT OF THE CENTER ISLAND BRIDGE AND NAVONA AVENUE BRIDGE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Town of Golden Beach (the "Town") and Miami-Dade County (the "County") desire to facilitate the design of bridge replacement projects for the Center Island Bridge and the Navona Avenue Bridge (the "Project"); and

**WHEREAS**, the County wishes to utilize the resources of the Town to design the Project, with the County providing funding or reimbursement for a portion of the eligible costs incurred by the Town for the design of the Project up to a maximum amount of \$300,000.00, subject to the terms and conditions set forth in the Joint Participation Agreement between the County and the Town for Bridge Design Services (the "Joint Participation Agreement") attached hereto as Exhibit "A"; and

**WHEREAS**, the Town Council finds that it is in the best interest of the Town to enter into the Joint Participation Agreement attached hereto as Exhibit "A."

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** That each of the above-stated recitals is hereby adopted and confirmed.

**Section 2. Joint Participation Agreement Approved.** That the Joint Participation Agreement between the Town and Miami-Dade County, in substantially the form attached hereto as Exhibit "A", is hereby approved, and the Mayor is hereby authorized to execute the Joint Participation Agreement, on behalf of the Town, once approved as to form and legal sufficiency by the Town Attorney.

**Section 3. Implementation.** That the Mayor and Town Manager are hereby authorized to take any and all action necessary to implement this Resolution and the Joint Participation Agreement in accordance with the terms, conditions and purposes of this Resolution and the Joint Participation Agreement.

**Section 4. Effective Date.** That this Resolution shall be effective immediately upon adoption.

Sponsored by Town Administration.

The Motion to adopt the foregoing Resolution was offered by Vice Mayor Lusskin, seconded by Councilmember Rojas and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Judy Lusskin	<u>Aye</u>
Councilmember Ben Einstein	<u>Aye</u>
Councilmember Amy Rojas	<u>Aye</u>
Councilmember Ken Bernstein	<u>Aye</u>

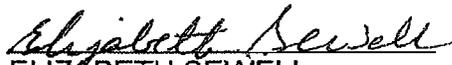
**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach,  
Florida, this 27<sup>th</sup> day of October, 2009.



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MAYOR GLENN SINGER

ATTEST:



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ELIZABETH SEWELL  
TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:



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STEPHEN J. HELFMAN  
TOWN ATTORNEY