Memorandum

MIAMI-DADE COUNTY

Date: December 7, 2010

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

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

From: George M. Burgess
County Manager

Subject: Resolution approving an agreement with the City of Miami for the Miami-Dade Water and Sewer Department to construct improvements required by the City of Miami for approval of the County's Tentative Plat No. 23074

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution approving an agreement between the City of Miami and the County for the Miami-Dade Water and Sewer Department (WASD) to construct improvements required by the City of Miami for approval of the County's Tentative Plat No. 23074. These improvements will be constructed at the site where a new pump station will be built by WASD near SW 3 Avenue and SW 11 Street.

SCOPE OF AGENDA ITEM

The agenda item is for WASD's property located in the City of Miami, County Commission District 5.

FISCAL IMPACT/FUNDING SOURCE

The estimated costs of these improvements total $17,075; see Exhibit B of the attached agreement. The funding source is revenue bonds sold. Costs have been budgeted in the current Capital Improvement Plan. Assuming payment is made in the current fiscal year there will be no impact on future County budgets.

TRACK RECORD/MONITOR

The WASD's Intergovernmental Affairs Chief will monitor the agreement.

BACKGROUND

In June 2009, the City of Miami approved the County's Tentative Plat No. 23074 (City of Miami Tentative Plat No. 1758) for a WASD property located at S.W. 3 Avenue and S.W. 11 Street. On June 15, 2010, the Board approved Tentative Plat No. 23074 (near SW 3 Avenue and SW 11 Street) which is the new proposed location for the construction of the pump station that will replace Pump Station 8, currently installed on Brickell Avenue.

The City of Miami requires the County, as owner of the land being platted, to construct certain improvements to the future site of the new pump station. These improvements include reworking the limerock base, sidewalk, curb, and gutter and milling the existing asphalt pavement as shown on Exhibit B. The improvements must be completed within three years of the effective date of the agreement.

With the approval of this agreement, the City of Miami will sign off on Tentative Plat No. 23074, making it final, and will be recorded in the Public Records of Miami-Dade County.

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: December 7, 2010

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

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

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

Veto _____

Override _____

Agenda Item No. 8(R)(1)(D)
12-7-10

RESOLUTION NO. _____

RESOLUTION APPROVING AN AGREEMENT WITH THE CITY OF MIAMI FOR THE CONSTRUCTION OF CERTAIN IMPROVEMENTS RELATED TO THE MIAMI HEIGHTS SEWER PUMP STATION SITE BY MIAMI-DADE COUNTY IN AMOUNT NOT TO EXCEED $17,075.00; AND AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE THE PROVISIONS CONTAINED THEREIN

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 an agreement with the City of Miami for the construction of certain improvements related to the Miami Heights Sewer Pump Station site by the County in amount not to exceed $17,075.00, in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or Mayor's designee to execute same for and on behalf of Miami-Dade County, Florida 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	Lynda Bell
Audrey M. Edmonson	Carlos A. Gimenez
Sally A. Heyman	Barbara J. Jordan
Joe A. Martinez	Jean Monestime
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of December, 2010. 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
THE CITY OF MIAMI
PROVIDING FOR THE CONSTRUCTION OF CERTAIN IMPROVEMENTS
RELATED TO THE MIAMI HEIGHTS SEWER PUMP STATION SITE

This COVENANT made and entered into this ____day of _____, 2010, by and between MIAMI-DADE COUNTY, hereinafter referred to as the "COUNTY", a political subdivision of the State of Florida, and the CITY OF MIAMI, hereinafter collectively referred to as "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 submitted a tentative plat of certain parcels of land (Tentative Plat #1758), a copy of which is attached hereto as Exhibit "A", in order to accommodate the relocation of Pump Station 8 from Brickell Avenue to a location near SW 3 Avenue and SW 11 Street (the "Miami Heights Sewer Pump Station"); and

WHEREAS, on June 4, 2009, the City of Miami Plat and Street Committee approved Tentative Plat #1758 subject to certain revisions being made to the tentative plat, additional information being provided and/or variances being granted; and

WHEREAS, following the CITY'S Public Works Department's field inspection of the land being platted, the CITY requires the COUNTY, as owner of the land being platted, to construct certain improvements on the land, which improvements are set forth in a letter dated December 15, 2009 from the CITY'S Public Works Director to WASD's Director (a copy of which is attached and incorporated herein as Exhibit "B"); and

WHEREAS, the COUNTY agrees to construct the improvements set forth in Exhibit "B" that are required by the CITY;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the COUNTY and the CITY consent and agree that the above recitations are true, incorporate the whereas clauses above herein, and further covenant and agree to the following terms and conditions:

1. Within three (3) years from the Effective Date of this Agreement, in conjunction with the construction of the Miami Heights Sewer Pump Station, the COUNTY shall construct, or cause to be constructed, at its own expense and in accordance with standard specifications of the CITY, the following improvements:
    a. Removal of existing concrete sidewalk;
    b. Removal of existing concrete curb and gutter;
    c. Removal of existing asphalt;
    d. Milling of existing asphalt pavement to 1-inch depth;
    e. Reworking of limerock base;
    f. Addition of a new 8-inch limerock base;
    g. Construction of a 4-inch concrete sidewalk;
    h. Construction of a 6-inch concrete sidewalk;
    i. Resurfacing of a roadway (1-inch asphaltic concrete pavement);
    j. Construction of a 6-inch concrete curb and gutter.
2. The COUNTY shall perform the work in accordance with the terms of this Agreement. Upon completion of the improvements, the COUNTY shall provide written notice by certified mail to the CITY that such improvements have been completed. Upon inspection and acceptance by the CITY, the CITY, and not the COUNTY, shall assume ownership of the improvements, and shall be fully responsible for their subsequent maintenance, and the CITY, and not the COUNTY, shall accept full liability for any cause of action accruing or arising from the use of or condition of such improvements.
3. The COUNTY shall indemnify, and hold harmless the CITY and their respective officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY and their respective officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to, or resulting from the negligent construction of the Miami Heights Sewer Pump Station by the COUNTY or the COUNTY'S officers, employees, agents, servants, partners, principals, or

subcontractors. The COUNTY shall pay all claims and losses of any kind in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees that may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the COUNTY shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $100,000, or any claim or judgment or portions thereof, which when totaled with all other claims or judgments paid by the COUNTY arising out of the same incident or occurrence, exceeds the sum of $200,000 from any and all personal injury or property damage claims, liabilities, losses, or causes of action that may arise as a result of the negligence of the COUNTY or COUNTY'S officers, employees, servants, agents, partners, principals, or subcontractors.

4. The CITY shall indemnify, and hold harmless the COUNTY and their respective officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the COUNTY and their respective officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the negligent performance of this Agreement by the CITY or the CITY'S officers, employees, agents, or servants. The CITY shall pay all claims and losses of any kind 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 attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the CITY shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $100,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the CITY arising out of the same incident or occurrence, exceeds the sum of $200,000 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 CITY or the CITY'S officers, employees, servants, agents, partners, principals or subcontractors.

5. The execution of this Agreement by the COUNTY does not waive the COUNTY'S immunity from taxes or assessments.
6. Every notice that may be required under this Agreement shall be in writing and directed to the parties at their respective addresses as follows:

COUNTY: Director
Miami-Dade Water and Sewer Department
3071 SW 38 Street
Miami, FL 33146

CITY: City of Miami
City Manager
444 SW 2nd Avenue
Miami, FL 33130-1910

7. This Agreement contains the entire Agreement between the CITY and the COUNTY, and there are no conditions or limitations to this undertaking except those stated herein. After the execution hereof, no amendment, change or modification shall be binding or effective unless executed in writing and signed by both parties hereto.
8. No rights pursuant to this Agreement shall be assignable by the CITY unless the COUNTY agrees in writing.
9. There are no intended third party beneficiaries of this Agreement.
10. This Agreement is governed by the laws of the State of Florida. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and venue for any court proceedings shall be in Miami-Dade County, Florida.
11. Any disputes between the parties under this Agreement will be resolved in accordance with the Florida Governmental Conflict Resolution Act, Ch. 164, Fla. Stat, as amended from time to time.

[signature page follows]

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

ATTEST:

By: _____
County Clerk

ATTEST:

By: _____
(SEAL) City Clerk

MIAMI-DADE COUNTY

By: _____
County Mayor

CITY OF MIAMI

By: _____
Carlos Migoya
City Manager

Approved as to Public Works

_____
Nzeribe Ihekwaba, Ph.D., P.E.
Director of Public Works

Approved as to form and legal sufficiency

_____
Assistant County Attorney

Approved as to form and legal sufficiency

_____
Julie O. Bru
City Attorney

Exhibit "A"

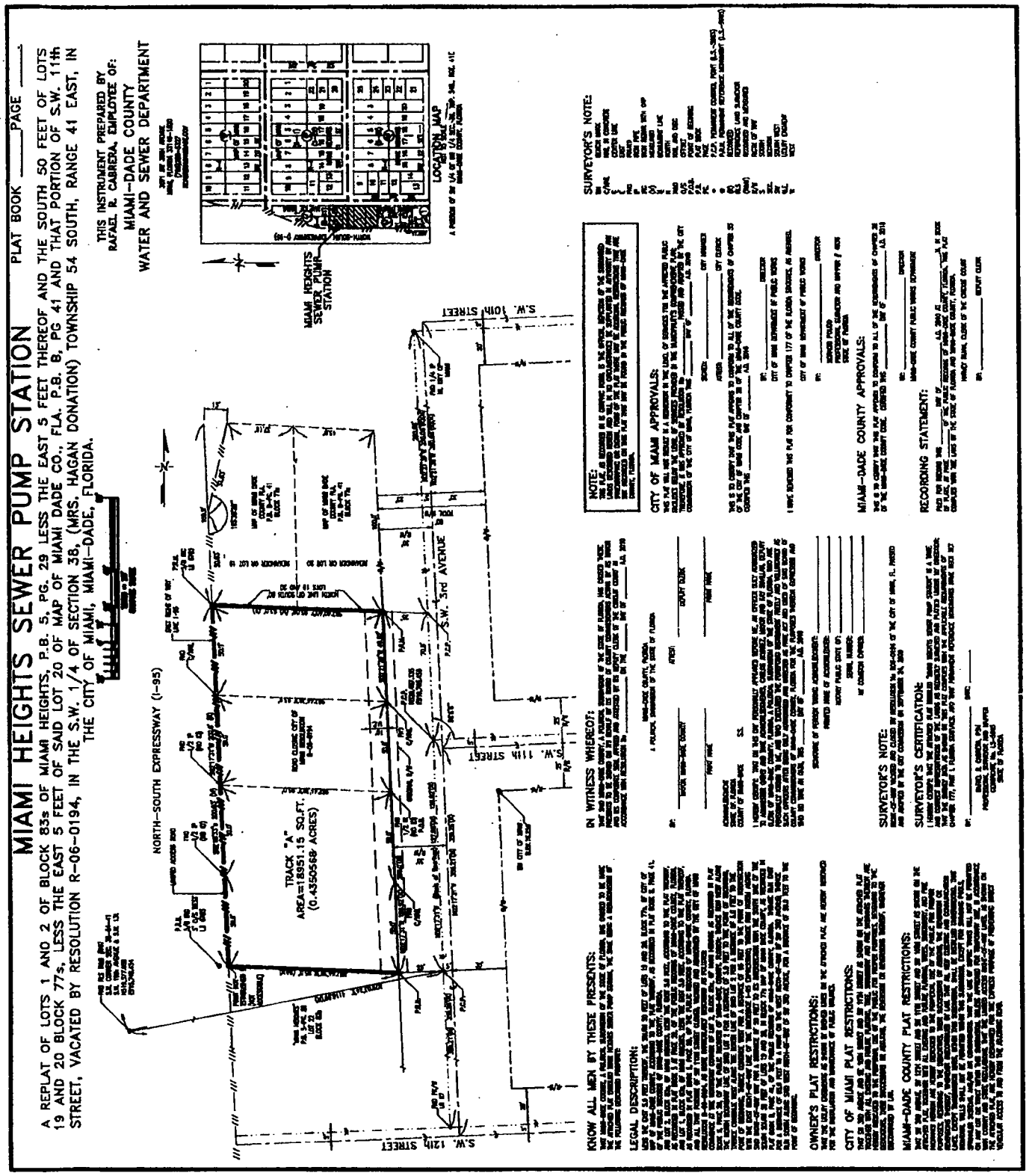
MIAMI HEIGHTS SEWER PUMP STATION
PLAT BOOK _____ PAGE _____
A REPLAT OF LOTS 1 AND 2 OF BLOCK 83s OF MIAMI HEIGHTS, P.B. 5, PG. 29 LESS THE EAST 5 FEET THEREOF AND THE SOUTH 50 FEET OF LOTS 19 AND 20 BLOCK 77s, LESS THE EAST 5 FEET OF SAID LOT 20 OF MAP OF MIAMI DADE CO., FLA. P.B. 8, PG 41 AND THAT PORTION OF S.W. 11th STREET, VACATED BY RESOLUTION R-06-0194, IN THE S.W. 1/4 OF SECTION 38, (MRS. HAGAN DONATION) TOWNSHIP 54 SOUTH, RANGE 41 EAST, IN THE CITY OF MIAMI, MIAMI-DADE, FLORIDA.
THIS INSTRUMENT PREPARED BY
RAFAEL R. CABRERA, EMPLOYEE OF:
MIAMI-DADE COUNTY
WATER AND SEWER DEPARTMENT
LOCATION MAP
MIAMI HEIGHTS SEWER PUMP STATION
NORTH-SOUTH EXPRESSWAY (I-95)
TRACK "A"
AREA=18951.15 SQ.FT.
(0.4350568 ACRES)
S.W. 3rd AVENUE
S.W. 10th STREET
S.W. 11th STREET
S.W. 12th STREET
KNOW ALL MEN BY THESE PRESENTS:
LEGAL DESCRIPTION:
OWNER'S PLAT RESTRICTIONS:
CITY OF MIAMI PLAT RESTRICTIONS:
MIAMI-DADE COUNTY PLAT RESTRICTIONS:
IN WITNESS WHEREOF:
NOTE:
CITY OF MIAMI APPROVALS:
MIAMI-DADE COUNTY APPROVALS:
SURVEYOR'S NOTE:
SURVEYOR'S CERTIFICATION:
RECORDING STATEMENT:
SURVEYOR'S NOTE:

Exhibit "B"

City of Miami

PEDRO G. HERNANDEZ, P.E.
City Manager

December 15, 2009

Miami-Dade County
c/o John W. Renfrow, Director
Miami-Dade Water and Sewer Department
3701 SW 38 Avenue
Miami, FL 33146

MIAMI HEIGHTS SEWER PUMP STATION - TENTATIVE PLAT #1758
Located between SW 3 Avenue and I-95 Expressway North and South of SW 11 Street

Dear Mr. Renfrow:

Your tentative plat entitled **MIAMI HEIGHTS SEWER PUMP STATION** is now being processed. As stated in our July 2, 2009 letter, State and City laws require that the owner(s) of land being platted or replatted enter into an agreement with the City to construct certain improvements. As a result of a field investigation by this department, it has been determined that the following improvements shall be required. The bond is waived as per Section 55-12(6) Waiver Provisions for governmental entities and agencies:

No.	DESCRIPTION	UNIT	QTY	COST
1	Remove existing concrete sidewalk	SY	85	$ 993.65
2	Remove existing concrete curb and gutter	SY	20	$ 233.80
3	Remove existing asphalt	SY	238	$ 2,782.22
4	Mill existing asphalt pavement 1-inch depth	SY	301	$ 653.17
5	Rework limerock base 3"	SY	188	$ 494.44
6	New 8-inch limerock base	CY	21	$ 945.00
7	Construct 4-inch concrete sidewalk	SY	104	$ 3,285.36
8	Construct 6-inch concrete sidewalk	SY	9	$ 358.38
9	Resurface roadway (1-inch asphaltic concrete pavement)	TN	28	$ 2,183.44
10	Construct 6-inch concrete curb and gutter	LF	117	$ 1,515.15
	TOTAL:			$ 13,444.61
	10% Contigency			$ 1,344.00
	17% Engineering and indirect cost			$ 2,286.00
	Total Estimated Cost of Improvements			$ 17,075.00

You and your engineer must confer with the Department of Public Works Development and Roadway Plans Section to discuss the proposed improvements. Your engineer and

DEPARTMENT OF PUBLIC WORKS
444 S.W. 2nd Avenue / Miami, Florida 33130 / (305) 416-1200 / Fax: (305) 416-1278
Mailing Address: P.O. Box 330708 Miami, FL 33233-0708

architect will be required to prepare signed and sealed engineering, landscape, irrigation, and hardscape plans with elevations in City of Miami Datum. These plans shall clearly show dimensions between the base building lines and the City of Miami monument lines. All plans must be submitted to the Department of Public Works Development and Roadway Plans Section for review and approval prior to the application and issuance of any permits. Reasonable time must be allocated for the proper review of the construction plans by City personnel. A reproducible Mylar of the approved plans (standard size 24" x 36") shall be submitted to the Department of Public Works Development and Roadway Plans Section prior to the application and issuance of any building or construction permits on the property being platted.

Construction of the subdivision improvements shall not commence until your contractor has obtained the required permits and applicable covenants. A line & grade permit fee must be paid by your contractor for new construction of any major alteration of buildings. A line & grade permit is also required for new sidewalk, curb and gutter, fences and walls with reinforced concrete foundations, and other structures to be constructed within ten (10) feet of the base building line. An excavation permit fee must be paid by your contractor if new drainage structures or other underground utilities are to be installed. Your contractor should check with the Right of Way Permits Section of the Department of Public Works for maintenance of traffic permits. Any construction on a state road including relocation of utility or light poles will also require a permit from the Florida Department of Transportation. Your surveyor will be responsible for the layout and final measurements of the subdivision improvements. Field books and reproducible Mylar sheets of the "as-built" survey shall be submitted to the Development and Roadway Plans Section for approval prior to the release of the subdivision improvement bond.

The landscaping estimate, when included, is based on full coverage of solid sod and planting of specified trees. The owner(s) will be required to guarantee the landscaping for one year after the subdivision improvements have been accepted by the Department of Public Works.

Water service requirements are not included in the improvements listed above. For information concerning water mains and appurtenances, contact Miami-Dade Water & Sewer Department at 305-665-7471.

When the final plat has been prepared by your surveyor, it is to be submitted to the Department of Public Works (Survey Section) for checking and processing. The following items are to accompany the linen or Mylar tracing of the final plat and should be submitted to the Survey Section no later than six (6) weeks prior to the Commission meeting at which your plat is scheduled for City Commission approval.

1. final plat original (inked),
2. three (3) prints of final plat,
3. $350.00 check for platting fee,
4. paid tax receipts for property being platted,

5. approval letters from utility companies concerning easements and services,
6. letter of Credit, Performance Bond or Cashier's Check for amount of subdivision improvements, (forms provided by Public Works),
7. executed agreement, in triplicate, between owner(s) and City for subdivision improvements. (forms provided by Public Works),
8. a recent opinion of title, in triplicate, from an attorney, (forms provided by Public Works), and
9. proof that all liens on property have been paid.

If you have any questions pertaining to the subdivision improvements, contact Ms. Sylvia Rodriguez, Engineer II, at 305-416-1215.

If you have any questions pertaining to the final plat and its submission to the City Commission for approval, contact Mr. Horacio Pulido, Surveyor, at 305-416-1248.
hpulido@miamigov.com

Sincerely,

Bill Anido, P. E.
Interim Director, Public Works Department

BA/LJH/AB/ser
12/15/09

cc: Rafael Cabrera, P.S.M
3575 S LeJeune Road
Miami, FL 33133

Surveys
Development and Roadway Plans
Central