



**MEMORANDUM**

Agenda Item No. 8(M)(3)

**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** December 6, 2011

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

**SUBJECT:** Resolution authorizing execution of a joint participation agreement between Miami-Dade County and the City of Miami Beach to provide PTP funding up to a maximum amount of \$500,000 for the construction of a safety project along Pine Tree Drive and La Gorge Drive

The accompanying resolution was prepared by the Public Works and Waste Management Department and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.

R. A. Cuevas, Jr.  
County Attorney


RAC/up

# Memorandum



**Date:** December 6, 2011

**To:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Joint Participation Agreement Between Miami-Dade County and the City of Miami Beach to Provide People's Transportation Plan (PTP) Funding up to a Maximum Amount of \$500,000 for the Construction of a Safety Project Along Pine Tree Drive and La Gorce Drive from W 51 Street to W 63 Street and Authorizing the Use of Charter County Transportation Surtax Funds

## **RECOMMENDATION**

It is recommended that the Board of County Commissioners (BCC) approve the attached resolution authorizing execution of a Joint Participation Agreement (JPA) between Miami-Dade County (County) and the City of Miami Beach (City) for the construction of safety improvements along Pine Tree Drive and La Gorce Drive from W 51 Street to W 63 Street (Project). The JPA provides funding through the Charter County Transportation Surtax (Surtax); therefore, approval by the BCC and the Citizens' Independent Transportation Trust (CITT) is required.

## **SCOPE**

The Project is located within the City of Miami Beach, in Commission District 4.

## **FISCAL IMPACT/FUNDING SOURCE**

The County agrees to provide funds up to a maximum amount of \$500,000 for eligible costs incurred by the City for the construction of the Project. Funding will be allocated from Commission District 4's yearly PTP allocation. The funding index code for this Project is CPEPTP604CAL.

## **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 City to contract and construct the Project on a reimbursable basis. Disbursement of County funds to the City shall be based upon invoices received from the City to include certified copies of invoices paid to the contractor. The Project will be assigned to Jeff Cohen, P.E., Assistant Chief, Traffic Engineering Division, Miami-Dade County Public Works and Waste Management Department (PWWMD), who will oversee inspections conducted by PWWMD staff before the 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 Program, Community Business Enterprise Program, the Community Workforce Program, and the Responsible Wages and Benefits Ordinance (Ordinance No. 90-143).

## **BACKGROUND**

A request was made to PWWMD by the La Gorce Pine Tree Homeowners Association (HOA) to convert Pine Tree Drive and La Gorce Drive from one-way to two-way traffic flow in order to

Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners  
Page 2

improve traffic conditions and operational safety along these roadways, both of which are County-maintained. A subsequent traffic study recommended improvements that included median removal, resurfacing and the addition of a roundabout to implement the two-way conversion. Current funding shortfalls precluded implementing these improvements, and instead an alternative concept has been developed to address the safety concerns along these corridors.

The approved design is a result of a joint effort between the County, City and HOA that includes restriping both corridors, installing speed cushions, and signage. The City has worked with District Commissioner Sally Heyman to identify funding for Project costs, up to a maximum amount of \$500,000.

Construction plans have been prepared by the County and the City has agreed to construct the Project on a reimbursable basis in order to expedite the completion date. It is therefore in the County's best interest to utilize the resources of the City to complete the construction of the Project.

On September 14, 2011, the City Commission adopted Resolution No. 2011-27730, approving this JPA. The City will implement a Public Involvement Plan to provide information to property owners, tenants, and area residents for major work to be performed in the area. It is anticipated that construction will be completed within 45 days after the issuance of a Notice to Proceed.

  
\_\_\_\_\_  
County Manager/Deputy Mayor



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** December 6, 2011

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

**SUBJECT:** Agenda Item No. 8(M) (3)

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(M)(3)  
12-6-11

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

RESOLUTION AUTHORIZING EXECUTION OF A JOINT PARTICIPATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI BEACH TO PROVIDE PEOPLE'S TRANSPORTATION PLAN (PTP) FUNDING UP TO A MAXIMUM AMOUNT OF \$500,000 FOR THE CONSTRUCTION OF A SAFETY PROJECT ALONG PINE TREE DRIVE AND LA GORCE DRIVE, FROM W 51 STREET TO W 63 STREET; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE PROVISIONS THEREIN; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION 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 City of Miami Beach and Miami-Dade County wish to facilitate the construction of safety improvements along Pine Tree Drive and La Gorce Drive from W 51 Street to W 63 Street,

**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 Miami Beach, providing funding up to a maximum amount of \$500,000 to the City for eligible expenses incurred in this construction, in substantially the form attached hereto and made a part hereof; 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; and authorizing the use of Charter County Transportation Surtax Funds.

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:

Joe A. Martinez, Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 6<sup>th</sup> day of December, 2011. 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.



Alex S. Bokor

**JOINT PARTICIPATION AGREEMENT  
BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI BEACH  
SAFETY PROJECT ALONG PINE TREE DRIVE AND LA GORCE DRIVE**

This AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the CITY OF MIAMI BEACH, 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 a safety project in MIAMI-DADE COUNTY, hereinafter referred to as the "Project" described as follows:

The construction of safety improvements along Pine Tree Drive and La Gorce Drive, from W 51 Street to W 63 Street which includes sequential sets of speed cushions with associated traffic signs, as well as restriping the two corridors; and

WHEREAS, the County wishes to utilize the resources of the City to contract and construct 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 CITY:**

- 1.1. **Permits and Approvals:** The City shall obtain all necessary permits, and utility adjustments; and coordinate the review of construction documents by

utilities and permitting agencies. 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 Project in accordance with applicable state, federal and local laws and ordinances. The City shall not pay for any permits required by the Miami-Dade County Public Works Department.

- 1.2. **Public Information and Involvement:** The City will implement a Public Involvement Plan (PIP) during the construction 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 City shall submit a copy of the PIP to the County Public Works Director for review and concurrence prior to the Notice to Proceed for construction.

Projects that exceed \$1,000,000 in construction costs shall comply with the process and guidelines for the preparation and implementation of PIP's as established by Implementing Order 10-13.

- 1.3. **Publicity:** By the acceptance of these funds, the City agrees that the Project elements funded by this Agreement shall recognize and adequately reference the County as a funding source. The City shall ensure that all publicity, public relations, advertisements and signs recognizes and references the County for the support of all contracted activities. This is to include, but is not limited to,



all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationery. The use of the official County logo is permissible for the publicity purposes stated herein. The City shall submit sample or mock up of such publicity or materials to the County for review and approval. The City shall ensure that all media representatives, when inquiring about the activities funded by this Agreement, are informed that the County is its funding source.

1.4. **Accounting**: The City 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 City 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 receipt of a written request from the County.

1.5. **Construction**: The City shall procure the services of a licensed contractor holding an engineering contractor's license to construct the Project in accordance with Chapter 10 of the Miami-Dade County Code of Ordinances. The City may award the contract through any available lawful means, in accordance with Section 255.20, Florida Statutes, which in the City's discretion, affords the most competitive price for construction of the Project 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. Notwithstanding any provision to the contrary, the City 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. Prior to the advertisement to solicit a licensed contractor to construct the Project, the City will contact the County's Public Works Contracts and Specifications Section to ensure this compliance.

The construction contract shall also contain a requirement that the contractor(s) provide a payment and performance bond at least in the amount and form required by state law naming the County and City as joint obligees or joint contracting public entities.

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 Public Works Director for review and approval. Final commitment of County funds for the Project shall occur upon approval of the contract award recommendation by the County Public Works Director. The County agrees that the selection, retention and discharge of such contractor shall be the responsibility of the City.

- 1.6. **Claims and Change Orders:** The City shall notify the County Public Works Director in writing when claims or change orders arise. The City shall also invite the County to participate in negotiations of these claims and change orders. The County shall review and make a determination or approval of all change orders or supplemental agreements, permits, modifications of plans, or other requests for approvals submitted by the City.

1.7. **Construction Administration and Inspection:** The City shall exercise all responsibilities of the owner under the construction contract, including construction administration and inspections. The City may delegate this function to an authorized agent or Construction Engineering Inspection 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 Public Works Director, or their designee, shall have final authority. The City's designated representative and the County's designated representative shall jointly perform the inspection of the Project which immediately precedes substantial completion. The City shall certify upon completion that the Project has been constructed pursuant to the design plans, specifications and approved change orders. Final payment to the City and obligation of maintenance responsibility to the parties shall be subject to the final acceptance of the Project by the County Public Works Director or their designee.

2. **RESPONSIBILITIES OF COUNTY:**

2.1. **Funding Amount, Reimbursement of Project Costs:** The County agrees to provide funds up to a maximum amount of \$ 500,000 for eligible costs, as defined herein, incurred by the City for the construction of the Project. The County shall disburse to the City funds for the Project in the manner set forth in Section 4.

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

<u>Funding Amount</u>	<u>Funding Source</u>	<u>County Fiscal Year of Commitment</u>
\$ 500,000 (Maximum)	Transit Surtax Funds (Construction)	2011-2012

This amount represents the County's maximum participation in the Project. The City shall be responsible for completing the Project as set forth in the Agreement. Any costs in excess of this amount and the additional amount shall be borne solely by the City.

2.3. **Maintenance:** The County shall be solely responsible for maintenance upon construction completion of the Project.

3. **ELIGIBLE COSTS:** The parties agree that only the below identified costs that may be incurred by the City 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 construction of Project elements that are the standard items normally provided for by the County in County roadway 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 construction or maintenance of such items that do not conform to this section of the Agreement. If enhancements to standard items are constructed in this Project, the City may request County reimbursement

only to a maximum amount corresponding to that which would be expended in providing the normal standard version of that item for a project of the same scope. The parties further agree that eligible costs will not include fees for construction management, construction inspections, and project management.

4. **SCHEDULE AND MANNER OF REIMBURSEMENTS:** Upon execution of the Agreement, the City 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 City shall submit the Estimated Quarterly Construction Payout Schedule for the Project 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 invoices 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 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). Specifically, the City 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 Citizens' Independent Transportation Trust (CITT) and the Board of County Commissioners. In the event the Agreement is not approved, the Agreement shall be null and void and be of no force or effect.
8. **PEOPLE'S TRANSPORTATION PLAN PROJECT SIGNAGE:** The County shall furnish and install a Project sign in each direction of traffic indicating that this Project is being funded by the People's Transportation Plan, in coordination with the City, in proximity to the start/end of the Project limits. Should Maintenance of Traffic (MOT) signage be required as part of the work, the Project sign shall be placed an appropriate distance before the MOT signage range. The Project signs shall remain in place for the duration of the work or as directed by the Project engineer.
9. **INDEMNIFICATION:** To the extent authorized by Florida law, the City 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 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 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 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 unless the City pursues such claims, actions or causes of action through arbitration, administrative proceeding or lawsuit. 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) business days of receipt.

**10. 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.

**11. 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.

**12. 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.

**13. 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) business days after the finding by the court becomes final.

**14. 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 City:**

Attention: Jorge M. Gonzalez  
City Manager  
City of Miami Beach  
1700 Convention Center Drive  
Miami Beach, Florida 33139  
(305) 673-7010

And

Attention: Fred H. Beckmann, P.E.  
Director, Public Works Department  
City of Miami Beach  
1700 Convention Center Drive  
Miami Beach, Florida 33139  
(305) 673-7080

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

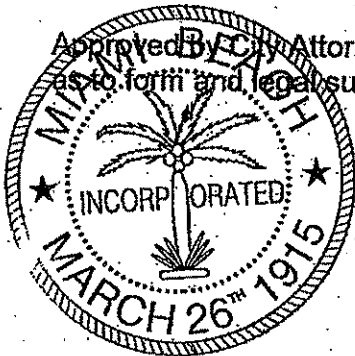
ATTEST:

CITY OF MIAMI BEACH, a municipal  
corporation of the State of Florida

BY: Robert Parcher  
Robert Parcher  
City Clerk

BY: Matti Herrera Bower  
Matti Herrera Bower  
Mayor

(Affix City Seal)



Approved by City Attorney  
as to form and legal sufficiency

[Signature]  
City Attorney 9-9-11

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A JOINT PARTICIPATION AGREEMENT WITH MIAMI-DADE COUNTY TO RECEIVE COUNTY TRANSIT SURTAX FUNDS (CONSTRUCTION), IN A MAXIMUM AMOUNT OF UP TO \$500,000, FOR THE CONSTRUCTION OF SAFETY IMPROVEMENTS ALONG PINE TREE DRIVE AND LA GORCE DRIVE, FROM WEST 51<sup>ST</sup> STREET TO WEST 63<sup>RD</sup> STREET.

**WHEREAS**, the La Gorce Pine/Tree Homeowners Association (HOA) submitted a request to Miami-Dade County Public Works to convert Pine Tree Drive and La Gorce Drive from one-way to two-way traffic flow, between 52<sup>ND</sup> Street and 61<sup>ST</sup> Street; and

**WHEREAS**, the HOA requested the conversion in the belief that it would improve traffic conditions and operational safety, reduce the number of accidents, and reduce speeding along these corridors; and

**WHEREAS**, the County conducted a study to evaluate this request, which included an analysis of the vehicular volume, speed, and accident data along both corridors; and

**WHEREAS**, based upon the results of the County's study, it was determined that in order to implement the two-way conversion, approximately two (2) to four (4) of the medians would need to be removed; existing pavement markings would also have to be removed; and a roundabout would need to be installed at the intersection of Pine Tree Drive, La Gorce Drive, and 51<sup>ST</sup> Street; and

**WHEREAS**, due to funding issues, the County cannot implement the two-way conversion at this time; and

**WHEREAS**, the County presented an interim plan that would improve the safety of both corridors by installing sequential sets of speed cushions, with associated traffic signs, as well as re-striping of both corridors; and

**WHEREAS**, the most expeditious way to implement this project is to have the County design and fund it, and the City implement the construction through a Job Order Contract; and

**WHEREAS**, the County presented this proposed traffic calming plan for Pine Tree and La Gorce Drive to residents present at the Mayor on the Move meeting held on July 26, 2011; and

**WHEREAS**, the County has dedicated \$500,000 of Transit Surtax Funds for the construction of these safety improvements on Pine Tree and La Gorce Drive, from west 51<sup>ST</sup> Street, to west 63<sup>RD</sup> Street; and

**WHEREAS**, the County and City have negotiated a Joint Participation Agreement (JPA) wherein the County will design and fund the project; the City will permit the project, retain a contractor to build the project, oversee the construction, and be responsible for public information and involvement; and

**WHEREAS**, the JPA also requires approval by the Citizens' Independent Transportation Trust and the Board of County Commissioners.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve and authorize the Mayor and City Clerk to execute a Joint Participation Agreement with Miami-Dade County to receive County Transit Surtax funds, in a maximum amount of up to \$500,000, for the construction of safety improvements along Pine Tree Drive and La Gorce Drive, from West 51<sup>st</sup> Street to West 63<sup>rd</sup> Street.

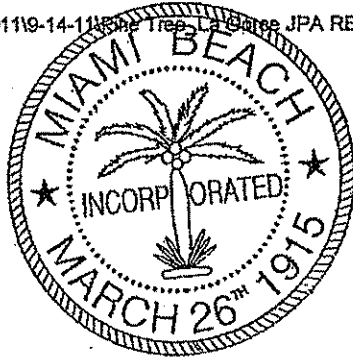
PASSED AND ADOPTED this 14th day of September, 2011.

ATTEST:

Robert E. Parcher  
Robert E. Parcher, City Clerk

Matti Herrera Bower  
Matti Herrera Bower, Mayor

T:\AGENDA\2011\9-14-11\Pine Tree, La Gorce JPA RESO.doc



APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

[Signature] 9/21/11  
City Attorney Date



Memorandum



To: Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

From: *for Marlene Amaro*  
Charles Scurr, Executive Director

Date: November 22, 2011

Re: **CITT AGENDA ITEM 5D:**  
RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST (CITT) RECOMMENDING TO THE BOARD OF COUNTY COMMISSIONERS (BCC), THE EXECUTION OF A JOINT PARTICIPATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI BEACH TO PROVIDE PEOPLE'S TRANSPORTATION PLAN (PTP) FUNDING UP TO A MAXIMUM AMOUNT OF \$500,000.00 FOR THE CONSTRUCTION OF A SAFETY PROJECT ALONG PINE TREE DRIVE AND LA GORCE DRIVE, FROM W 51 STREET TO W 63 STREET; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE PROVISIONS THEREIN; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS (**PWWM – BCC Legislative File No. 112175**)

On November 17, 2011, the CITT voted (10-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 11-073. The vote was as follows:

Hon. Linda Zilber, Chairperson – Aye  
Paul J. Schwiep, Esq., 1st Vice Chairperson – Aye  
Hon. Anna E. Ward, Ph.D., 2nd Vice Chairperson – Absent

Christopher Benjamin, Esq. – Aye	Harold Braynon, Jr. – Aye
David Concepcion – Absent	Joseph Curbelo – Aye
Glenn J. Downing, CFP® – Aye	Peter L. Forrest – Aye
Alfred J. Holzman – Aye	Miles E. Moss, P.E. – Aye
Hon. James A. Reeder – Aye	Marilyn Smith – Absent

cc: Alina Hudak, Deputy Mayor/County Manager  
Bruce Libhaber, Assistant County Attorney  
Alexander Bokor, Assistant County Attorney