

# Memorandum



**Date:** January 21, 2015

**To:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

Agenda Item No. 8(L)(3)

**From:** Carlos A. Gimenez  
Mayor

**Subject:** Joint Participation Agreement Between Miami-Dade County and the City of Miami to Provide the City of Miami with Funding in an Amount up to \$4,452,661.48 for the Construction of Road Improvements Along NE 2 Avenue from NE 42 Street to NE 51 Street

## 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 (City) to reimburse the City for the construction of a road improvement project along NE 2 Avenue from NE 42 Street to NE 51 Street (Project). The construction of the Project will require County funding from proceeds collected through the Charter County Transportation Surtax (Surtax). As such, review by the Citizens' Independent Transportation Trust (CITT) is required prior to the execution of this JPA.

This JPA may only be considered by the BCC if the CITT has forwarded a recommendation to the BCC prior to the date scheduled for BCC consideration or forty-five (45) days have elapsed since the filing with the Clerk of the Board of this JPA. If the CITT has not forwarded a recommendation and forty-five (45) days have not elapsed since the filing of this JPA, I will request a withdrawal of this item

## Scope

The Project lies within the City in Commissioner Audrey Edmonson's Commission District 3.

## Fiscal Impact/Funding Source

The County will provide up to \$4,452,661.48 from Surtax funds. The funding index code is CPEPTP70362S and the Capital project number is 601110. The project is exempt from permitting fees pursuant to Section 2-103.4 of the Code of Miami-Dade County.

## Track Record/Monitor

The County will utilize the resources of the City to contract and construct the Project on a reimbursable basis. The construction phase of the Project will be assigned to Mr. Bassam Moubayed, CFM, Chief, Construction Division, Public Works and Waste Management Department (PWWM), who will oversee construction inspections conducted by PWWM staff before the release of construction funds is recommended.

Whenever County funds are utilized for work under 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 reviewed by the County's Small Business Development Division. Contract Measure

Recommendations of a 19.98% CSBE Subcontractor Goal and a 19.70% CWP Workforce Goal were established.

**Background**

The Project is listed in Exhibit 1 of the PTP Ordinance, under the Board Requested Projects in Commission District 3, and is an important north-south transportation corridor within the City of Miami. This corridor and the adjacent areas have experienced significant growth over the past few years. This is expected to continue as large commercial and residential projects are built and occupied. As such, providing for mobility along this corridor at an acceptable level is critical to the surrounding areas. The City requested that it be allowed to undertake the design and construction of the NE 2 Avenue improvements within the City.

The NE 2 Avenue improvements extend from NE 20 Street to NE 91 Street. Below is a status of the corridor segments:

<u>Segment</u>	<u>Status</u>	<u>Comments</u>
NE 20 Street to NE 36 Street	Under design by the City	To be constructed by the City pursuant to a future JPA with the County
NE 36 Street to NE 42 Street	Construction complete by the City	
NE 42 Street to NE 51 Street	Design complete by the City	To be constructed by the City pursuant to this JPA with the County
NE 51 Street to NE 57 Street	Construction substantially complete by the City	
NE 57 Street to NE 69 Street	Construction substantially complete by the City	
NE 69 Street to NE 84 Street	Under design by the City	To be constructed by the City pursuant to a future JPA with the County
NE 84 Street to NE 91 Street	Construction complete by the County	

The scope of work for the Project calls for the roadway's reconstruction to include a new stormwater system, sidewalks, curb and gutters, pavement markings, signage, signalization, decorative lighting, and landscaping.

On October 23, 2014, the City Commission adopted Resolution No. R-14-0413 approving this JPA. The City will implement a Public Involvement Plan (PIP) to provide information to property owners, tenants, and area residents for major work to be performed in the area. The Project is scheduled to commence construction by February 2015.



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Alina T. Hudak  
Deputy Mayor




# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** January 21, 2015

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

**SUBJECT:** Agenda Item No. 8(L)(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 Mayor'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(L)(3)  
1-21-15

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

RESOLUTION APPROVING JOINT PARTICIPATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI TO PROVIDE THE CITY OF MIAMI WITH FUNDING IN AN AMOUNT UP TO \$4,452,661.48 FOR THE CONSTRUCTION OF ROAD IMPROVEMENTS ALONG NE 2 AVENUE FROM NE 42 STREET TO NE 51 STREET; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND EXERCISE THE PROVISIONS CONTAINED THEREIN; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS FOR SUCH PURPOSES

**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 and Miami-Dade County wish to facilitate a road improvement projects along NE 2 Avenue from NE 42 Street to NE 51 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 providing funding up to \$4,452,661.48 to the City for eligible expenses incurred in the construction of these improvements, 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 for such purposes.

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:

Jean Monestime, Chairman	
Esteban L. Bovo, Jr., Vice Chairman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	


The Chairperson thereupon declared the resolution duly passed and adopted this 21<sup>st</sup> day of January, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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.



Hugo Benitez

**JOINT PARTICIPATION AGREEMENT  
BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI  
NE 2 AVENUE FROM NE 42 STREET TO NE 51 STREET**

This AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF MIAMI, 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 road improvement project in MIAMI-DADE COUNTY, hereinafter referred to as the "Project" described as follows:

Roadway reconstruction, new stormwater system, sidewalks, curb and gutters, pavement markings, signage, signalization, decorative lighting, and landscaping, along NE 2 Avenue from NE 42 Street to NE 51 Street; 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:

1. RESPONSIBILITIES OF CITY:

- 1.1. Design: The City shall complete at its sole expense, 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 City, as applicable, design criteria, to the satisfaction of the County's Public Works and Waste Management Director or their designee. The City's design consultant shall be made available to County at the City's expense solely to review shop drawings and perform required post-design services, limited to Project design.
- 1.2. 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 and Waste Management Department.
- 1.3. Right-of-Way: The City 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 City will implement a Public Involvement Plan (PIP) during the design and 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 shall 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 and Waste Management Director for review and concurrence prior to its implementation.

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

1.5. **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 a funding source.

1.6. **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.

- 1.7. **Construction**: The City shall procure the services of a licensed contractor holding an engineering contractor's license to construct the Project. 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 and Waste Management Capital Improvements 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. The construction contract 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, unless otherwise approved in writing by designated representatives of the County and City. The commitment for the expenditures of any contingency funds shall not be made by the City without the prior written approval of the County Public Works and Waste Management Director. The County shall respond, in writing, within thirty (30) business days of receiving written requests from the City to approve the commitment of contingency funds.

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 and Waste Management 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 and Waste Management Director. The County agrees that the selection, retention and discharge of such contractor shall be the responsibility of the City.

- 1.8. **Claims and Change Orders:** The City shall notify the County Public Works and Waste Management 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.

1.9. 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 and Waste Management Director or their designee shall have final authority subsequent to an independent final inspection by the County. 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 and Waste Management Director or their designee.

1.10. Coordination with Miami-Dade County Public Schools: Due to potential safety, operational and bus transportation impacts, the City shall coordinate with Miami-Dade County Public Schools staff to implement maintenance of traffic measures.

2. RESPONSIBILITIES OF COUNTY:

2.1. Funding Amount, Reimbursement of Project Costs: The County agrees to provide funds up to \$4,452,661.48 (this amount includes ten percent (10%)

contingency) 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. 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 Citizens' Independent Transportation Trust and the Board of County Commissioners. The City shall not be obligated to commence work should the bid amount exceed the funding provided by the County. If the bid amount exceeds the funding amount, the City reserves its rights to reject all bids and re-bid the Project or, at the City's sole option, to reject all bids and cancel this Agreement without penalty or liability providing the County would then be relieved of its duties relative to funding this Project pursuant to this Agreement.

**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>
\$4,452,661.48	Charter County Transportation Surtax Funds	2014-2015

**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, or of City funding

amounts approved for the Project, amendments may be executed by the City Manager and the County Mayor or County Mayor's designee without the need for approval by the City Commission, the Citizens' Independent Transportation Trust, and the 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 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 construction 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 and Waste Management 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 County's Internal Services Department (ISD), Small Business Development Division Project Worksheet for the participation of specified business entities and/or trades and for CWP requirements,

as administered by the County's ISD. ISD 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 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, at its option, 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 County, Florida. Each party will bear its own attorney's fees.

**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: Public Works and Waste Management Department  
c/o Director  
Miami-Dade County  
111 NW First Street, Suite 1640  
Miami, Florida 33128  
(305) 375-2960

**To the City:**

Attention: Alice Bravo, P.E.  
Deputy City Manager/Chief of Infrastructure City of Miami  
444 SW Second Avenue  
Miami, Florida 33130  
(305) 416-1025

Attention: Mark Spanioli, P.E.  
Director, Capital Improvements Program  
City of Miami  
444 SW Second Avenue, 8<sup>th</sup> Floor  
Miami, Florida 33130  
(305) 416-1224

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

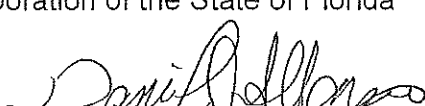
BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
County Mayor or County Mayor's Designee

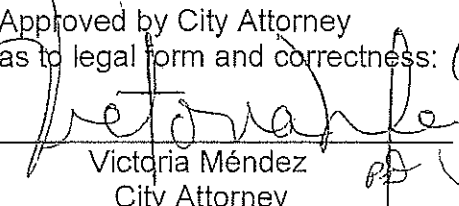
Approved by County Attorney  
as to form and legal sufficiency \_\_\_\_\_  
County Attorney

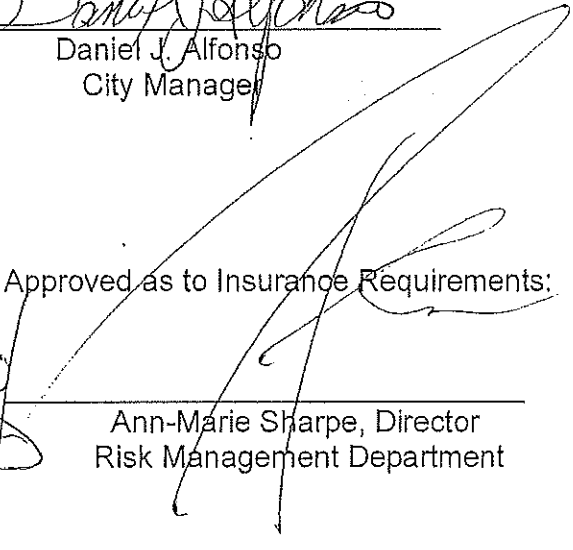
ATTEST: CITY OF MIAMI, a municipal  
corporation of the State of Florida

BY:   
for Todd Hannon 10-27-14  
City Clerk

BY:   
Daniel J. Alfonso  
City Manager

(Affix City Seal)

Approved by City Attorney  
as to legal form and correctness:   
Victoria Méndez  
City Attorney

Approved as to Insurance Requirements:   
Ann-Marie Sharpe, Director  
Risk Management Department



City of Miami  
Certified Copy

City Hall  
3500 Pan American Drive  
Miami, FL 33133  
www.miamigov.com

File Number: 14-00968

Enactment Number: R-14-0413

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), ACCEPTING FUNDS IN THE AMOUNT OF \$4,452,661.00, FROM MIAMI-DADE COUNTY, FOR THE CONSTRUCTION OF THE NE 2ND AVE (NE 42 ST TO NE 51 ST) - SEGMENT B3 PROJECT, B-78508; AUTHORIZING THE CITY MANAGER TO EXECUTE A JOINT PARTICIPATION AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, FOR SAID PURPOSE.

WHEREAS, the City of Miami ("City") and Miami-Dade County ("County") wish to facilitate the construction of a roadway improvement project located within the County; and

WHEREAS, the Northeast 2nd Avenue (Northeast 42nd Street to Northeast 51st Street) - Segment B3 Project, B-78508 ("Project") scope consists of roadway reconstruction along Northeast 2 Avenue from Northeast 42 Street to Northeast 51 Street, Miami, Florida, which includes a new storm water system, sidewalks, curb and gutters, pavement markings, signage, signalization, decorative lighting, and landscaping; and

WHEREAS, the County wishes to utilize the resources of the City to contract and construct the Project; and

WHEREAS, the attached Joint Participation Agreement ("JPA") provides that the County will contribute \$4,452,661.00 for construction of the Project; and

WHEREAS, funds are to be appropriated by separate resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are hereby adopted by reference thereto and incorporated herein as if fully set forth in this Section.

Section 2. The County's contribution of \$4,452,661.00 for the construction of the Project, is accepted.

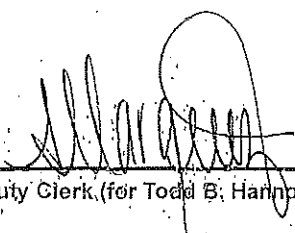
Section 3. The City Manager is authorized {1} to enter into a JPA, in substantially the attached form, for said purpose.

Section 4. This Resolution shall become effective immediately upon its adoption and signature of the Mayor. {2}

Date: OCTOBER 23, 2014  
Mover: VICE CHAIR HARDEMON  
Seconder: COMMISSIONER CAROLLO  
Vote: AYES: 4 - COMMISSIONER(S) GORT, CAROLLO, SUAREZ AND HARDEMON  
ABSENT: 1 - COMMISSIONER(S) SARNOFF  
Action: ADOPTED

Date: OCTOBER 24, 2014  
Action: SIGNED BY THE MAYOR

I, Todd B. Hannon, City Clerk of the City of Miami, Florida, and keeper of the records thereof, do hereby certify that this constitutes a true and correct copy of Resolution No. R-14-0413, with attachments, passed by the City Commission on 10/23/2014.

  
\_\_\_\_\_  
Deputy Clerk, (for Todd B. Hannon, City Clerk)

October 24, 2014

\_\_\_\_\_  
Date Certified

{1} The herein authorization is further subject to compliance with all requirements that may be imposed by the City Attorney, including but not limited to those prescribed by applicable City Charter and Code provisions.

{2} If the Mayor does not sign this Resolution, it shall become effective at the end of ten (10) calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.



Memorandum

To: Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

From: Charles Scurr, Executive Director *Charles Scurr*

Date: November 13, 2014

Re: **CITT AGENDA ITEM 5E:**  
RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST (CITT) RECOMMENDING THE BOARD OF COUNTY COMMISSIONERS (BCC) APPROVE EXECUTION OF A JOINT PARTICIPATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI TO PROVIDE THE CITY OF MIAMI WITH FUNDING IN AN AMOUNT UP TO **\$4,452,661.48** FOR THE CONSTRUCTION OF ROAD IMPROVEMENTS ALONG NE 2 AVENUE FROM NE 42 STREET TO NE 51 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. 142423**)

On November 13, 2014, the CITT voted (9-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 14-081. The vote was as follows:

Paul J. Schwiep, Esq., Chairperson – Aye  
Hon. Anna E. Ward, Ph.D., 1st Vice Chairperson – Absent  
Glenn J. Downing, CFP®, 2nd Vice Chairperson – Aye

Joseph Curbelo – Absent  
Alfred J. Holzman – Absent  
Jonathan Martinez – Aye  
Miles E. Moss, P.E. – Aye  
Marilyn Smith – Aye

Peter L. Forrest – Aye  
Prakash Kumar – Aye  
Alicia Menardy, Esq. – Absent  
Hon. James A. Reeder – Aye  
Hon. Linda Zilber – Aye

cc: Alina Hudak, Deputy Mayor/Director Public Works & Waste Management Department  
Bruce Libhaber, Assistant County Attorney