

# MEMORANDUM

Agenda Item No. 8(0)(1)

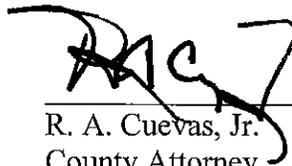
**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** October 6, 2015

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

**SUBJECT:** Resolution approving agreement with the City of North Miami Beach Community Redevelopment Agency for the design and installation of gravity sanitary sewage facilities located at Northeast 20th Avenue and the alley north of Northeast 163rd Street with contribution from the County in the amount of \$134,551.00 funded from Building Better Community General Obligation Bonds; and authorizing the County Mayor to execute same and to exercise the provisions contained therein

The accompanying resolution was prepared by the Water & Sewer Department and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.

  
\_\_\_\_\_  
R. A. Cuevas, Jr.  
County Attorney

RAC/cp

# Memorandum



**Date:** October 6, 2015

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

**From:** Carlos A. Gimenez  
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez". The signature is fluid and cursive, written over the printed name.

**Subject:** Resolution Approving Execution of an Agreement with the North Miami Beach Community Redevelopment Agency for Gravity Sanitary Sewer System Improvements to be located at Northeast 20 Avenue and the Alley North of Northeast 163 Street with Contribution from the County in the Amount of \$134,551

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## **Recommendation**

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the execution of an agreement between Miami-Dade County and the North Miami Beach Community Redevelopment Agency (NMB CRA). The Miami-Dade Water and Sewer Department (WASD) will design and install approximately 750 linear feet of 8-inch ductile iron gravity sewer pipeline and all appurtenant facilities at Northeast 20 Avenue and the alley north of Northeast 163 Street in the City of North Miami Beach. For a map of the redevelopment area, please see Exhibit A.

## **Scope**

The location of the proposed sewer project is in WASD's sewer service area in Commission District 4 represented by Commissioner Sally A. Heyman.

## **Fiscal Impact/Funding Source**

As shown in Exhibit B, the total cost for WASD to design and install the sewer improvements for the proposed project is \$349,436. Of that amount, \$134,551 will be funded by the County's General Obligation Bonds and \$214,885 will be funded by the NMB CRA's Redevelopment Trust Funds as defined in Section 163.387, Florida Statutes.

Per Ordinance No. 14-79, the impact of sea level rise has been considered.

## **Track Record/Monitor**

Deputy Director of Operations, Douglas Yoder, will oversee the implementation of this project.

## **Background**

In 1969, the Florida Legislature enacted the Community Redevelopment Act of 1969, which authorizes counties and municipalities in the State of Florida to create community redevelopment agencies; prepare redevelopment plans for certain defined areas within their boundaries designated as community redevelopment areas; and delegate redevelopment powers to the redevelopment agency after it is determined that a slum or blight exists in a specific area.

On November 30, 2004, the Board adopted Resolution No. R-1345-04, which declared an area within the City of North Miami Beach to be a slum or blighted area; asserted that the redevelopment of the area was in the best interest of the residents of the City of North Miami Beach and the County; and delegated to the City of North Miami Beach the power to create a community redevelopment agency with the sole power to prepare a redevelopment plan.

Pursuant to Resolution No. R-611-05, on June 7, 2005, the Board approved the NMBCRA's Redevelopment Plan, which delegated all redevelopment powers to the NMBCRA and granted the delegations by the Board through an agreement between the City of North Miami Beach, the NMBCRA and the County. Funding for the NMBCRA's Redevelopment Plan was also approved by the Board on the same day the Board enacted Ordinance No. 05-110.

The Agreement between Miami-Dade County and the NMBCRA has been approved by the NMBCRA. The County will be responsible for obtaining all of the required approvals and permits for the proposed sewer project. Upon completion of the project the County shall be the sole and complete owner of the sewer facilities installed and shall assume full responsibility for the future maintenance of the facilities. The project is expected to be completed within 12 months from the effective date of the Agreement.

The Agreement will terminate when the maximum compensation costs have been reached by the County, and the NMBCRA has reimbursed the County for its share of the costs or upon 30 days written notice of termination by either party to the other party.

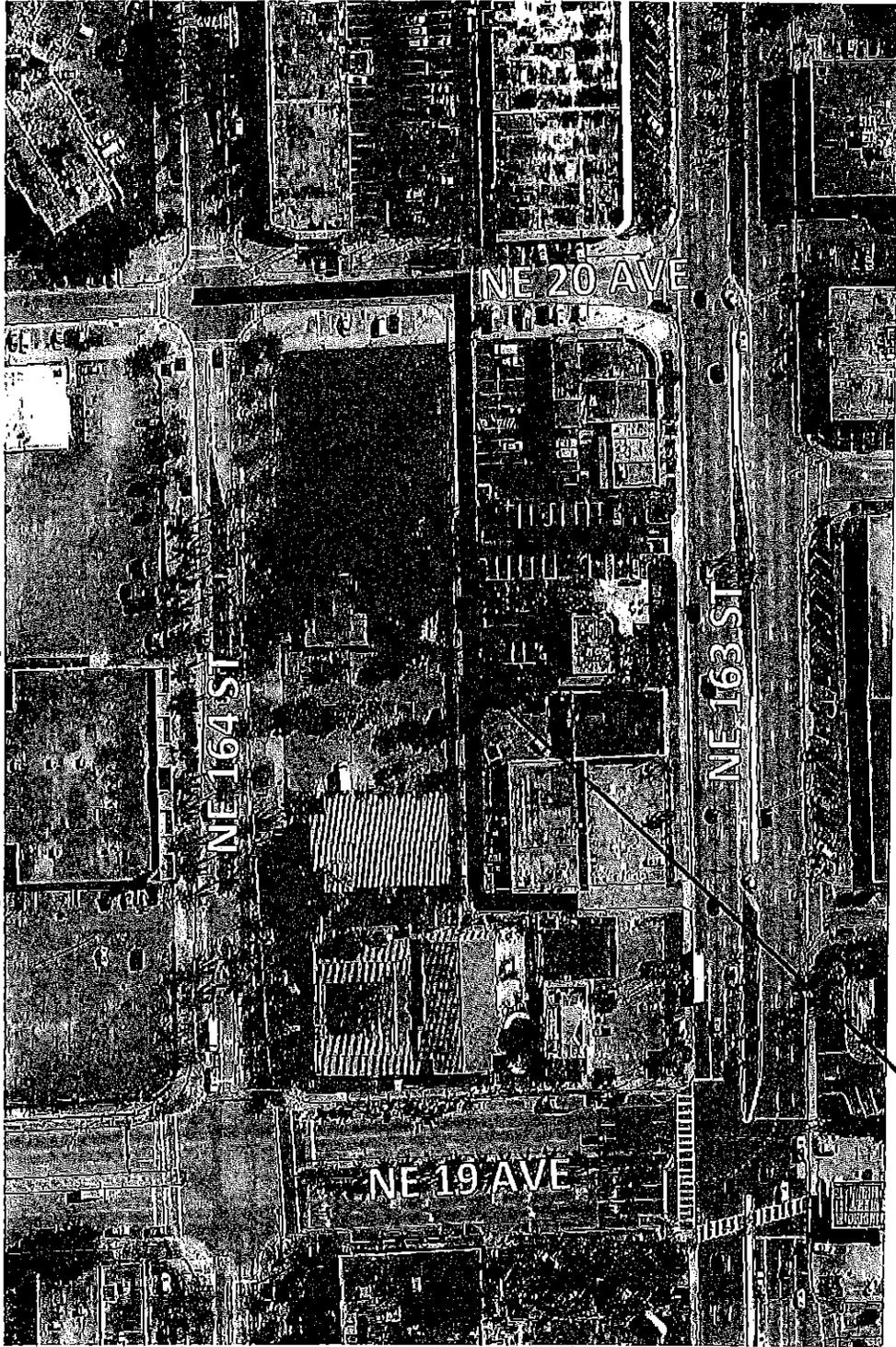


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Jack Osterholt  
Deputy Mayor

# EXHIBIT "A"

Redevelopment Area - City of North Miami Beach



Proposed 8-Inch Gravity Sewer Installation Route

# EXHIBIT B

WASD Engineering and Design Division

Printed Date: 6/2/2014 4:26 PM



## PROJECT BUDGET SUMMARY SHEET

Name: FURNISH AND INSTALL 8" DI GRAVITY SEWER IN NE 20 AVE. AND ALLEY NORTH OF NE 163 ST.

Location: NE 20 Avenue and alley north of NE 163 St.

Contract No.: TBD  
ER No.: S048857  
PCTS No.: 12429

Prepared by: Carlos Benavides/CRH  
Prepared Date: 5/27/2014  
Revision Date: N/A  
PM: Victor Fernandez-Cuervo, P.E.

Project Description or ER Review Justification:

Design, permitting, and installation of approximately 750 LF of 8" DI gravity sewer in NE 20 Avenue and alley north of NE 163 St.

**DIRECT COSTS**

	MDWASD	CONSULTANT	
1.) LAND/BUILDING ACQUISITION	\$ -	\$ -	\$ -
2.) PLANNING (Pre-design and preliminary engineering)	\$ -	\$ -	\$ -
3.) A&E SELECTION	\$ -	\$ -	\$ -
4.) DESIGN			
Design Labor/Utility Exploration	\$ 13,000	\$ 4,442	\$ 17,442
5.) DRY-RUN/PERMIT			
Fees ( Miami-Dade County)	\$ 500	\$ -	\$ 500
Permitting Labor	\$ 500	\$ -	\$ 500
6.) CONTRACTOR SELECTION	\$ 2,000	\$ -	\$ 2,000
	Sub - total for Design		\$ 20,442
7.) CONSTRUCTION			
TOTAL BID (Including allowance accounts)	\$ -	\$ 205,620	\$ 205,620
ALLOWANCE ACCOUNT (10%)	\$ -	\$ -	\$ -
MATERIALS (INCLUDING ADD'L. 9.4%)	\$ -	\$ -	\$ -
LABOR	\$ -	\$ -	\$ -
EQUIPMENT	\$ -	\$ -	\$ -
ADDITIONAL SERVICES DURING CONSTRUCTION			
a.) CONST. MANAGEMENT SERVICES (±12%)	\$ 24,662	\$ -	\$ 24,662
b.) ENGINEERING SERVICES DURING CONST. (±2%)	\$ 4,110	\$ -	\$ 4,110
c.) SYSTEM RECORDS/AS-BUILT SERVICES	\$ 1,000	\$ -	\$ 1,000
	Sub - total for Construction		\$ 235,293
8.) FIXTURE, FURNITURE, & EQUIPMENT: OTHER (SPECIFY)			\$ -
	<b>SUB-TOTAL DIRECT COSTS -</b>		<b>\$ 255,735</b>

**INDIRECT COSTS**

9.) OVERALL PROJECT CONTINGENCY (15% OF DIRECT COSTS)		\$ 38,360
10.) STORES OVERHEAD CHARGE /CONT. SELECTION (9.4% OF RPQ)		\$ 19,319
11.) ENVIRONMENTAL REVIEW		\$ -
12.) RETIREMENT COSTS (0.05% OF DIRECT COSTS)		\$ 128
13.) LEGAL COSTS (0.5% OF DIRECT COSTS)		\$ 1,279
14.) ART IN PUBLIC PLACES		\$ -
15.) COUNTY BUSINESS ROAD IMPACT FEE		\$ -
16.) DBD FEE/CWTF (0.44% of DIRECT PCOSTS)		\$ 1,125
	<b>SUB-TOTAL INDIRECT COSTS -</b>	<b>\$ 60,211</b>
17.) DEPARTMENT OVERHEAD (10.6% OF DIRECT PLUS INDIRECT COSTS)		\$ 33,490
18.) PROJECT ADMINISTRATION with Contingency (Total of Items 9 thru 17)		\$ 93,701
<b>TOTAL PROJECT BUDGET ESTIMATE:</b>		<b>\$ 349,436</b>

6/2/14  
 Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Design/Project Manager, Victor Fernandez-Cuervo, P.E.

6/4/14  
 Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Manager, REYNALDO J. ABREU



# MEMORANDUM

(Revised)

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

**DATE:** October 6, 2015

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

**SUBJECT:** Agenda Item No. 8(0)(1)

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(0)(1)  
10-6-15

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

RESOLUTION APPROVING AGREEMENT WITH THE CITY OF NORTH MIAMI BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE DESIGN AND INSTALLATION OF GRAVITY SANITARY SEWAGE FACILITIES LOCATED AT NORTHEAST 20TH AVENUE AND THE ALLEY NORTH OF NORTHEAST 163RD STREET WITH CONTRIBUTION FROM THE COUNTY IN THE AMOUNT OF \$134,551.00 FUNDED FROM BUILDING BETTER COMMUNITY GENERAL OBLIGATION BONDS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND TO 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 the agreement with the City of North Miami Beach Community Redevelopment Agency for the design and installation of gravity sanitary sewage facilities located at Northeast 20th Avenue and the alley north of Northeast 163rd Street with a contribution from the County in the amount of \$134,551.00 funded from Building Better Community General Obligation Bonds, in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County, Florida 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:

Jean Monestime, Chairman

Esteban L. Bovo, Jr., Vice Chairman

Bruno A. Barreiro

Jose "Pepe" Diaz

Sally A. Heyman

Dennis C. Moss

Sen. Javier D. Souto

Juan C. Zapata

Daniella Levine Cava

Audrey M. Edmonson

Barbara J. Jordan

Rebeca Sosa

Xavier L. Suarez

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



Sarah E. Davis

AGREEMENT BETWEEN  
NORTH MIAMI BEACH COMMUNITY REDEVELOPMENT AGENCY  
AND  
MIAMI-DADE COUNTY  
FOR GRAVITY SANITARY SEWER SYSTEM IMPROVEMENTS

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 (hereinafter, "Effective Date"), by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "COUNTY") and the NORTH MIAMI BEACH COMMUNITY REDEVELOPMENT AGENCY, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes (hereinafter referred to as the "NMBCRA," and collectively with the COUNTY, the "Parties").

WITNESSETH

WHEREAS, the NMBCRA is responsible for carrying out community redevelopment activities and projects for the City of North Miami Beach; and

WHEREAS, the gravity sanitary sewer system facilities in portions of North Miami Beach are in need of improvements to encourage redevelopment; and

WHEREAS, the NMBCRA and the COUNTY, through its Miami-Dade Water and Sewer Department (hereinafter referred to as the "Department"), have identified the need for gravity sanitary sewer system improvements to be located at Northeast 20th Avenue and the alley north of Northeast 163rd Street (hereinafter referred to as the "Redevelopment Area"), as shown on Exhibit "A"; and

WHEREAS, the total Project cost for the design and installation of approximately 750 linear feet of 8-inch ductile iron gravity sewer pipeline and all appurtenant facilities in the Redevelopment Area (the "Project") is three hundred forty-nine thousand four hundred thirty-six dollars (\$349,436.00) as shown on Exhibit "B"; and

WHEREAS, the NMBCRA has funding for gravity sanitary sewer system improvements in the Redevelopment Area in the amount of approximately two hundred fourteen thousand eight hundred eighty-five dollars (\$214,885.00), as shown on Exhibit "C"; and

WHEREAS, the COUNTY shall fund the additional monies needed to construct the Project through General Obligation Bonds Fund of one hundred thirty four thousand five hundred fifty-one dollars (\$134,551.00),

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein, the COUNTY and the NMBCRA hereby agree as follows:

1. **Purpose:** This Agreement provides for the design and installation of approximately 750 linear feet of 8-inch ductile iron gravity sewer pipeline and all appurtenant facilities in the

Redevelopment Area. The COUNTY shall design and install these facilities in accordance with the terms and conditions herein.

The COUNTY intends to have the work performed by an independent contractor. The COUNTY shall have exclusive responsibility for the procurement of said services and shall charge such costs for the third party performance of the work to the NMBBCRA subject to the maximum amount payable by the NMBBCRA to the COUNTY set forth in Paragraph 6(d) below. The COUNTY will have no obligation to enforce or utilize any NMBBCRA or City of North Miami Beach procurement rules.

The COUNTY shall be fully responsible for obtaining all required approvals and necessary permits for the improvements from all appropriate governmental and regulatory agencies. The NMBBCRA will assist the COUNTY in obtaining any required easements, approvals, and permits. Upon completion of the construction of the Project, the COUNTY shall be the sole and complete owner of the facilities installed through the Project and shall assume full responsibility for maintenance of the facilities installed through the Project.

2. **NMBBCRA Acknowledgement:** The NMBBCRA hereby acknowledges and agrees that any right to connect the properties within the Redevelopment Area to the COUNTY's sewage system is subject to the terms, covenants and conditions set forth in court orders, judgments, consent orders, consent decrees and the like entered into between the COUNTY and the United States, the State of Florida and/or any other governmental entity, including but not limited to, the Consent Order entered on April 9, 2014 in the United States of America, State of Florida and State of Florida Department of Environmental Protection v. Miami-Dade County, Case No. 1:12-24400-FAM, as well as all other current, subsequent or future enforcement and regulatory actions and proceedings.

3. **Sewer Connection Charges:** The COUNTY will receive and dispose of sanitary sewage from the properties within the Redevelopment Area. The property owners within the Redevelopment Area who connect to the facilities installed through the Project shall pay sewer connection charges, which are based on the average daily gallons for various building units as indicated in the Department's Schedule of Rates and Fees approved by the Board of County Commissioners. The current sewer connection charge is \$5.60 per average daily gallon; however, the sewer connection charges shall be calculated at the rates in effect at the time of actual connection to the facilities installed through the Project.

4. **Property Owner's Responsibilities:** The property owners within the Redevelopment Area, who connect to the facilities installed through the Project, will be responsible for obtaining permits and for installing the private sewer lateral from their building to the interconnection of the gravity sanitary sewer system installed through the Project and shall also be responsible for properly abandoning the septic system on their property. After connecting to the County's facilities, property owners will be billed for sewage service on a monthly or quarterly basis at rates in effect at the time service is rendered. Said sewage service charges shall be included in the City of North Miami Beach's water bill and shall be calculated based on water consumption.

5. **Schedule:** The NMBCRA reserves the right to schedule meetings for preconstruction and construction purposes with the COUNTY at a place designated by the COUNTY upon forty-eight (48) hours notice until the construction is completed. The NMBCRA's contact person is Rasha Cameau, CRA Coordinator, who can be reached at (305) 948-2900. The COUNTY's contact person is currently, James Ferguson, P.E., Chief, Engineering Division, who can be contacted at (786) 268-5250.
6. **Funding:** The NMBCRA agrees to reimburse the COUNTY for the Project in the following manner:
- a. Upon execution of this Agreement, the COUNTY will submit an invoice to the NMBCRA for fifty thousand dollars (\$50,000.00), which will be an advancement of the COUNTY's initial Project cost. NMBCRA agrees to pay the COUNTY within thirty (30) days of receipt of the invoice.
  - b. Going forward, on a monthly basis, the COUNTY will submit an invoice to the NMBCRA for the actual costs incurred by the COUNTY during that month for the design and/or installation costs associated with the Project. Following credit for the fifty thousand dollars (\$50,000.00) advance and subject to the maximum amount payable as set forth in subsection (d) below, the NMBCRA shall reimburse the COUNTY for the final actual cost to design and construct the Project, including but not limited to, labor, materials, supplies, permit fees, vehicles, fringe benefits, overhead, consultant and independent contract costs, and other related costs consistent with the estimate attached as Exhibit "B". The invoice will indicate the amount of expenses incurred to date for the Project and the amounts previously paid by the NMBCRA to the COUNTY. The COUNTY crews shall be invoiced such that the COUNTY recovers the hourly rate for such crews and also all fringe benefits.
  - c. The NMBCRA shall make full payments to the COUNTY within thirty (30) days from the invoice date. If said payments are not made within thirty (30) days, the COUNTY shall cease work on the Project. In the event NMBCRA has a good faith dispute related to a particular payment, the NMBCRA shall pay fifty percent (50%) of the amount in dispute, and the COUNTY will continue work on the Project while the dispute is resolved using the Dispute Resolution Process set forth in Paragraph 8 below. If the good faith dispute is ultimately resolved in NMBCRA's favor, the COUNTY will provide a credit to the NMBCRA for a future invoice due. In the event the good faith dispute is resolved in the COUNTY's favor, the NMBCRA will pay the remaining fifty percent (50%) due (or any balance remaining based on a settlement reached between the Parties) within ten (10) business days of resolution of the problem.
  - d. The maximum amount payable by the NMBCRA to the COUNTY is two hundred fourteen thousand eight hundred eighty-five dollars (\$214,885.00), as shown on Exhibit "C".
  - e. The Project difference of one hundred thirty four thousand five hundred fifty-one dollars (\$134,551.00) shall be paid by the COUNTY.

7. **Indemnification:**

a. **FOR THE COUNTY**

To the extent authorized by Florida law, the NMBCRA hereby agrees to indemnify, defend, save and hold harmless the COUNTY 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 NMBCRA, 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.

b. **FOR THE NMBCRA**

To the extent authorized by Florida law, the COUNTY hereby agrees to indemnify, defend, save and hold harmless the NMBCRA 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 including all claims, demands, liabilities, and suits for personal injury, death and property damage arising from the work performed in connection with the Project by the County, its contractors (and their subcontractors), agents or employees, including third party claims brought against the NMBCRA. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the NMBCRA for its sole negligence or breach of contract.

c. Notwithstanding Paragraphs 7 (a) and (b) above, nothing contained herein shall create any liability for the COUNTY or the NMBCRA beyond the scope of Section 768.28, Florida Statutes, and monetary limits thereof, as currently in effect or as lawfully amended in the future.

8. **Dispute Resolution:** The COUNTY and the NMBCRA 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, 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 and costs.

9. **Termination of Agreement:** Either Party may terminate this Agreement with or without cause at any time for convenience upon thirty (30) days written notice to the other party even if construction has started. In the event the NMBCRA terminates this Agreement, the NMBCRA shall reimburse the COUNTY for all outstanding costs incurred by the COUNTY for this Project up to and including costs incurred during the thirty (30) days notification period. In the event the COUNTY terminates this Agreement, the NMBCRA shall be relieved of all funding obligations for this Project, and the COUNTY shall reimburse the NMBCRA for all amounts paid by the NMBCRA to the COUNTY, including any amounts paid during the thirty (30) days notification period.

10. **Compliance with the Law:** The NMBCRA and the COUNTY shall each 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. Neither the NMBCRA nor the COUNTY shall unlawfully discriminate in the performance of their respective duties under this Agreement.

11. **Duration of Agreement:** The Project is expected to be completed within twelve (12) months from the Effective Date of this Agreement, which date shall be ten (10) days from the date the COUNTY's Board of County Commissioners approves this Agreement (unless the COUNTY's Mayor exercises his veto power). However, this Agreement shall terminate when the Project is completed and the COUNTY has been reimbursed for the actual costs of the Project as specified in Paragraph 6 (a-d) above or upon written notice of cancellation as set forth in Paragraph 9 above.

12. **Force Majeure:** Neither the COUNTY nor the NMBCRA shall be liable for any consequences caused by force majeure, inevitable accident or occurrence or cause beyond the reasonable control of the COUNTY or the NMBCRA, and such an act shall not constitute a breach of this Agreement on the part of the COUNTY or the NMBCRA. Additionally, neither the COUNTY nor the NMBCRA shall be liable to the other party, its agents, its inhabitants or its customers for any damage resulting from such act or its consequences. As used herein, force majeure shall mean an act of God, which includes but is not limited to: sudden, unexpected or extraordinary forces of nature such as floods, washouts, storms, hurricanes, landslides, epidemics, fires, earthquakes, explosions or other forces of nature. Inevitable accidents or occurrences shall mean those which are unpreventable by the COUNTY or the NMBCRA and shall include but not be limited to: strikes; lockouts; other industrial disturbances; wars; blockages; acts of terrorism; insurrections; riots; federal, state, county and local governmental restrictions, regulations and restraints; military action; civil disturbances; explosions; and conditions in federal, state, county and local permits.

13. **Amendment:** The terms, covenants, conditions and provisions of this Agreement cannot be altered, changed, modified or added to, except in writing signed by the COUNTY and the NMBCRA.

14. **Third Party Beneficiaries:** Neither the COUNTY nor the NMBCRA intends to directly or substantially benefit any third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement, and no third party shall be entitled to assert a claim against either the COUNTY or the NMBCRA based upon this Agreement.

15. **Waiver:** No delay or failure to exercise a right under this Agreement or any other agreement shall impair or shall be construed to be a waiver thereof. No waiver or indulgence of any breach of this Agreement or series of breaches shall be deemed or construed as a waiver of any other breach of same or as voiding or altering any other obligation of the Parties under this Agreement or any other agreement. No order or directive given by the COUNTY or its agents shall be considered as waiving any portion of this Agreement unless done in writing by a person having actual authority to grant such waiver.

16. **Assignment:** This Agreement shall not be assigned, transferred or otherwise conveyed to any other party without the express written consent of the COUNTY and the NMBCRA.

17. **Notice:** All notices required pursuant to the terms hereof shall be in writing and sent by first class United States Mail, hand delivery or overnight delivery by recognized carrier (such as Federal Express or DHL) and shall be deemed to have been received by the end of five (5) business days from the proper sending thereof, unless proof of prior actual receipt is provided. Notices may also be sent by facsimile transmission or electronic mail provided such are followed up with a notice sent as required in the preceding sentence. The Parties shall have a continuing obligation to keep one another apprised of the appropriate persons for notices to be sent to pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

To: Miami-Dade County:  
Miami-Dade Water and Sewer Department  
c/o The Director  
3071 S.W. 38th Avenue  
Miami, FL 33146

To: North Miami Beach Community Redevelopment Agency:  
c/o CRA Coordinator  
Community Redevelopment Agency  
17011 N.E. 19th Avenue  
North Miami Beach, FL 33162

With copies to:

City of North Miami Beach  
c/o City Manager  
17011 N.E. 19th Avenue  
North Miami Beach, FL 33162

and

City of North Miami Beach  
c/o City Attorney  
17011 N.E. 19th Avenue  
North Miami Beach, FL 33162

18. **Inspector General:** Both the NMBCRA and the COUNTY understand that the Inspector General provision of Section 2-1076 of the Code of Miami-Dade County shall apply to matters arising out of this Agreement.

19. **Entire Agreement:** No statements, representations, warranties, either written or oral, from whatever sources arising, except as expressly stated in this Agreement, shall have any legal validity between the Parties or be binding upon any of them. The Parties acknowledge that this Agreement contains the entire understanding and agreement of the Parties with respect to the subject matter hereof.

20. **Severability:** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

(This page was intentionally left blank)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized officers on the date first written above.

ATTEST:  
HARVEY RUVIN  
CLERK OF THE BOARD

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

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

By: \_\_\_\_\_  
County Mayor

Approved by County Attorney  
As to form and legal sufficiency:

Sandra S. Davis 019115  
Assistant County Attorney

NORTH MIAMI BEACH COMMUNITY  
REDEVELOPMENT AGENCY

ATTEST:

By: Gamela D. ...  
City Clerk

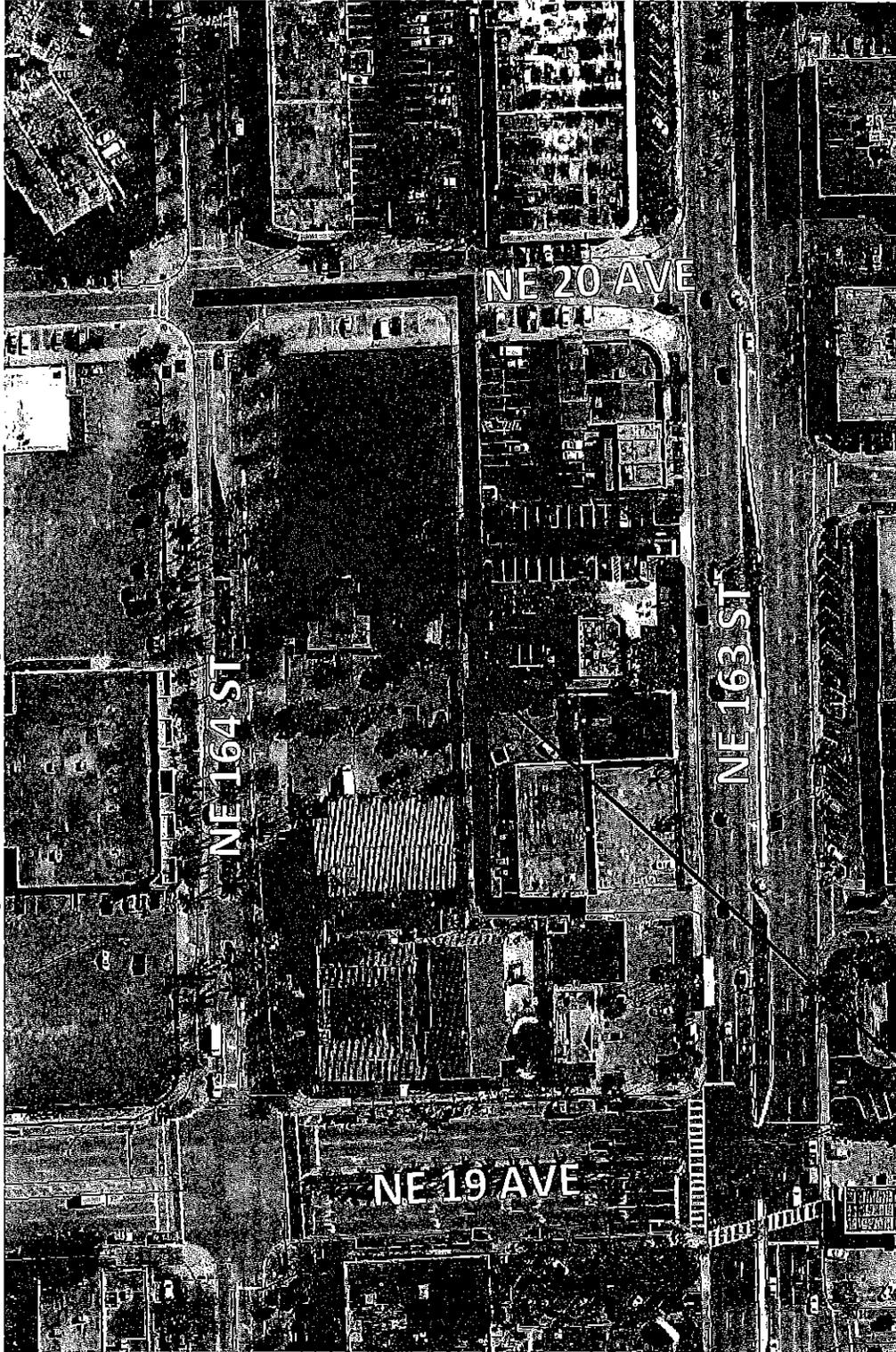
By: [Signature]  
Executive Director

APPROVED AS TO FORM:

[Signature]  
CRA Attorney

# EXHIBIT "A"

Redevelopment Area - City of North Miami Beach



Proposed 8-Inch Gravity Sewer Installation Route

# EXHIBIT B

WASD Engineering and Design Division

Printed Date: 6/2/2014 4:26 PM



## PROJECT BUDGET SUMMARY SHEET

Name: FURNISH AND INSTALL 8" DI GRAVITY SEWER IN NE 20 AVE. AND ALLEY NORTH OF NE 163 ST.

Location: NE 20 Avenue and alley north of NE 163 St.

Contract No.: TBD  
 ER No.: S048867  
 PCTS No.: 12429

Prepared by: Carlos Benavides/CRH  
 Prepared Date: 5/27/2014  
 Revision Date: N/A  
 PM: Victor Fernandez-Cuervo, P.E.

Project Description or ER Review Justification:

Design, permitting, and installation of approximately 750 LF of 8" DI gravity sewer in NE 20 Avenue and alley north of NE 163 St.

<u>DIRECT COSTS</u>			
1.) LAND/BUILDING ACQUISITION	MDWASD	CONSULTANT	
	\$ -	\$ -	\$ -
2.) PLANNING (Pre-design and preliminary engineering)	\$ -	\$ -	\$ -
3.) A&E SELECTION	\$ -	\$ -	\$ -
4.) DESIGN			
Design Labor/Utility Exploration	\$ 13,000	\$ 4,442	\$ 17,442
5.) DRY-RUN/PERMIT			
Fees ( Miami-Dade County)	\$ 500	\$ -	\$ 500
Permitting Labor	\$ 500	\$ -	\$ 500
6.) CONTRACTOR SELECTION	\$ 2,000	\$ -	\$ 2,000
	Sub - total for Design		\$ 20,442
7.) CONSTRUCTION	MDWASD	CONTRACTOR	
TOTAL BID (Including allowance accounts)	\$ -	\$ 205,520	\$ 205,520
ALLOWANCE ACCOUNT (10%)	\$ -	\$ -	\$ -
MATERIALS (INCLUDING ADD'L. 9.4%)	\$ -	\$ -	\$ -
LABOR	\$ -	\$ -	\$ -
EQUIPMENT	\$ -	\$ -	\$ -
ADDITIONAL SERVICES DURING CONSTRUCTION	MDWASD	CONSULTANT	
a.) CONST. MANAGEMENT SERVICES (±12%)	\$ 24,662	\$ -	\$ 24,662
b.) ENGINEERING SERVICES DURING CONST. (±2%)	\$ 4,110	\$ -	\$ 4,110
c.) SYSTEM RECORDS/AS-BUILT SERVICES	\$ 1,000	\$ -	\$ 1,000
	Sub - total for Construction		\$ 235,293
8.) FIXTURE, FURNITURE, & EQUIPMENT: OTHER (SPECIFY)			\$ -
	<b>SUB-TOTAL DIRECT COSTS -</b>		<b>\$ 255,735</b>
<u>INDIRECT COSTS</u>			
9.) OVERALL PROJECT CONTINGENCY (15% OF DIRECT COSTS)			\$ 38,360
10.) STORES OVERHEAD CHARGE /CONT. SELECTION (9.4% OF RPQ)			\$ 19,319
11.) ENVIRONMENTAL REVIEW			\$ -
12.) RETIREMENT COSTS (0.05% OF DIRECT COSTS)			\$ 128
13.) LEGAL COSTS (0.5% OF DIRECT COSTS)			\$ 1,279
14.) ART IN PUBLIC PLACES			\$ -
15.) COUNTY BUSINESS ROAD IMPACT FEE			\$ -
16.) DBD FEE/CWTF (0.44% of DIRECT PCOSTS)			\$ 1,125
	<b>SUB-TOTAL INDIRECT COSTS -</b>		<b>\$ 60,211</b>
17.) DEPARTMENT OVERHEAD (10.6% OF DIRECT PLUS INDIRECT COSTS)			\$ 33,490
18.) PROJECT ADMINISTRATION with Contingency (Total of Items 9 thru 17)			\$ 93,701
	<b>TOTAL PROJECT BUDGET ESTIMATE:</b>		<b>\$ 349,436</b>

Approved By:  Date: 6/2/14  
 For. Design/Project Manager, Victor Fernandez-Cuervo, P.E.

Approved By:  Date: 6/4/14  
 Manager, REYNALDO J. ABREU

# EXHIBIT C

RESOLUTION NO. 2012-08

A RESOLUTION OF THE CHAIRMAN AND COMMISSION OF THE NORTH MIAMI BEACH COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING FUNDING IN AN AMOUNT NOT TO EXCEED \$214,885.40 FOR A MIAMI-DADE COUNTY SANITARY SEWER PROJECT TO BE INSTALLED IN N.E. 20<sup>TH</sup> AVENUE AND THE ALLEY NORTH OF N.E. 163<sup>RD</sup> STREET; AUTHORIZING THE CRA EXECUTIVE DIRECTOR TO TAKE ANY AND ALL ACTION NECESSARY TO CAUSE SUCH FUNDING TO BE PAID MIAMI-DADE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Miami-Dade County, through its Water and Sewer Department, intends to furnish and install an eight (8) inch D.I. Sanitary Sewer in N.E. 20<sup>th</sup> Avenue and the alley North of N.E. 163<sup>rd</sup> Street, as shown on the Estimate and aerial photograph overlay plan attached hereto as Exhibit "A" (the "Project"); and

WHEREAS, the North Miami Beach Community Redevelopment Agency ("CRA") desires to authorize funding in an amount not to exceed \$214,885.40 for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND COMMISSION OF THE NORTH MIAMI BEACH COMMUNITY REDEVELOPMENT AGENCY:

**Section 1.** The recitals in the whereas clauses are true and correct, and incorporated into this Resolution.

**Section 2.** The CRA hereby authorizes funding in an amount not to exceed \$214,885.40 for the Project, which funds shall be paid to Miami-Dade County in such amounts and for such items as set forth in the Estimate attached hereto; provided; however, the Project and the funding commitment by the CRA specifically exclude the Fulford Methodist Church property. Funds for the Project in the not to exceed amount will be paid from the proceeds of the Redevelopment Revenue Note Series 2007B.

**Section 3.** The CRA Executive Director is authorized to take any and all action necessary to cause such funding to be paid Miami Dade County at such time and on such conditions as determined by the Executive Director.

**Section 4.** This Resolution shall take effect immediately upon approval.

PASSED AND ADOPTED by a 5-1 vote of the Board of the North Miami Beach Community Redevelopment Agency, this 23 day of August, 2012.

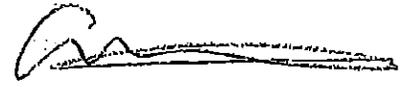
ATTEST:

NORTH MIAMI BEACH COMMUNITY REDEVELOPMENT AGENCY

  
CITY CLERK

  
GEORGE VALLEJO, CHAIRMAN

APPROVED AS TO FORM:

  
GRAY ROBINSON, P.A.  
CRA ATTORNEY

SPONSORED BY: ADMINISTRATION

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

Vote:

Chairman George Vallejo	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Board Member Philippe Derosé	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Board Member Barbara Kramer	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Board Member Marlen Martell	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Board Member Frantz Pierre	<input type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Board Member Phyllis S. Smith	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Board Member Beth E. Spiegel	<input checked="" type="checkbox"/> (Yes)	<input checked="" type="checkbox"/> (No)

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