OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(1)(F)
07-10-07

RESOLUTION NO. R-813-07

RESOLUTION AUTHORIZING EXECUTION OF A JOINT PARTICIPATION AGREEMENT IN THE AMOUNT OF $1,500,000 BETWEEN MIAMI-DADE COUNTY AND MIAMI SHORES VILLAGE TO PROVIDE VILLAGE PARTICIPATION IN FUNDING THE CONSTRUCTION OF ENHANCED ROADWAY ELEMENTS ALONG NE 2 AVENUE FROM NE 91 STREET TO NE 105 STREET; AND AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXERCISE THE PROVISIONS 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 by and between Miami Shores Village and Miami-Dade County, providing for Village reimbursement for Miami-Dade County to provide enhanced roadway elements in the reconstruction of NE 2 Avenue, from NE 91 Street to NE 105 Street, in substantially the form attached hereto and made a part hereof; and authorizing the County Mayor or his designee to execute same for and on behalf of Miami-Dade County, and to exercise the provisions contained therein.

The foregoing resolution was offered by Commissioner Jose "Pepe" Diaz, who moved its adoption. The motion was seconded by Commissioner Carlos A. Gimenez and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman aye
Barbara J. Jordan, Vice-Chairwoman aye

Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	absent
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 10th day of July, 2007. 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: KAY SULLIVAN
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Thomas Goldstein

Memorandum

MIAMI-DADE COUNTY

Date: July 10, 2007

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

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Joint Participation Agreement (JPA) between Miami-Dade County and Miami Shores Village to Provide $1,500,000 in Village Funding for Village Participation in the Construction of Project Enhancements along NE 2 Avenue from NE 91 Street to NE 105 Street

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RECOMMENDATION

It is recommended that the Board of County Commissioners (BCC) approve the attached resolution authorizing the execution of a Joint Participation Agreement (JPA) between Miami-Dade County and Miami Shores Village for Village participation in the construction of enhanced roadway improvements in a road improvement project along NE 2 Avenue from NE 91 Street to NE 105 Street.

SCOPE

The Village has requested that the County's roadway project include enhanced roadway improvements as detailed below. The project is entirely located within Miami Shores Village, in Commission District 3.

FISCAL IMPACT/FUNDING SOURCE

The Village will provide $1,500,000 in funding for the construction of the enhanced improvements. The County's share of project costs is available from funds allocated in Road Impact (RIF) District 2.

TRACK RECORD/MONITOR

The project will be assigned to Octavio Marin, P.E., Chief, Construction Division, who will oversee inspections conducted by Public Works Department (PWD) staff.

BACKGROUND

The PWD has a pending roadway construction project that will provide improvements along NE 2 Avenue, from NE 91 Street to NE 105 Street. The project consists of roadway reconstruction with drainage modifications, curb and gutters, resurfacing, pavement markings, signage, sidewalks, signalization, street lighting, and landscaping, and is anticipated to begin in December 2007.

Miami Shores Village has requested streetscape project element enhancements and will provide funding for the difference between them and the cost of standard project elements normally found in the reconstruction of a County roadway. These elements include decorative street lighting, banner arms on poles, wider sidewalks with decorative coloring, concrete pavers on sidewalks, crosswalks and header curbs for crosswalks, benches, trash receptacles, enhanced landscaping, and an irrigation system.

The Village will provide the cost differential for the streetscape elements, estimated at $1,500,000, between the standard and enhanced improvements. In addition, the Village has agreed to accept maintenance responsibilities for certain enhanced project elements.

Assistant County Manager

MEMORANDUM
(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: July 10, 2007

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

SUBJECT: Agenda Item No. 8(P)(1)(F)

Please note any items checked.

_____ **"4-Day Rule" ("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**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

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NE 2 AVENUE IMPROVEMENTS
JOINT PARTICIPATION AGREEMENT

This AGREEMENT, made and entered into this _____ day of _____, 2007, by and between MIAMI SHORES VILLAGE, a municipal corporation of the STATE OF FLORIDA, hereinafter referred to as the "Village", 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:

The reconstruction of NE 2 Avenue between NE 91 Street and NE 105 Street, with drainage modifications, curb and gutters, resurfacing, pavement markings, signage, sidewalks, signalization, street lighting, and landscaping.

WHEREAS, the Village has requested and will provide funding for Project elements beyond those normally associated with the standard reconstruction of a County roadway, consisting of decorative street lighting, banner arms on poles, wider sidewalks with decorative coloring, concrete pavers on sidewalks and crosswalks and header curbs for crosswalks, benches, trash receptacles, enhanced landscaping, and an irrigation system, hereinafter referred to as the "Streetscape Elements"; and

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WHEREAS, the parties further wish to designate the maintenance responsibilities to be assumed upon the completion of the Project;

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

Section 1. Permits and Approvals: The County shall identify and obtain all necessary permits, and utility adjustments for the Project in accordance with applicable State, Federal and Local Laws and ordinances.

Section 2. Construction: The County shall procure the services of a licensed contractor holding an engineering contractor's license to construct the Project. The County may award the contract through any available lawful means which, in the County'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 County contract(s), or the extension of unit-prices provided in connection with prior competitive bid awards. Regardless of which methodology is used, the County will bid the Project in such a manner as to provide unit pricing on the items the Village is responsible for payment of, so that the Village staff will be able to independently verify and price out work completed by the contractor. The County shall at all times maintain separate accounting for the costs of the Project so that costs associated with the items the Village is responsible for payment of may be verified and audited by the Village, at the request and cost of the Village. The construction contract shall

contain a contingency amount to address unforeseen site conditions and other required changes which shall not exceed ten percent (10%) of the base amount of the contract. Subsequent to the evaluation of bids or proposals by the County and the County's determination of the most advantageous bid or proposal, the County shall provide said evaluation to the Village Manager for approval. Failure of the Village to respond, in writing, to the County's evaluation within thirty (30) days shall be automatically deemed an approval by the Village, without the necessity of future action by the Village. Final commitment of Village funds for the Project shall occur upon approval award recommendation by the Village Manager. Subsequent to contract award, any proposed change orders and Supplemental Agreements related to the Streetscape Elements must be approved by the Village in writing prior to execution by the County.

Section 3. **Village Payments of Project Costs**: The Village shall disburse to the County funds for its share of the construction and inspection of the Streetscape Elements in the manner set forth in this Section. Payments by the Village to the County shall be based upon monthly County invoices with certified copies of paid contractor invoices/statements estimates attached. The County will provide an itemized description of the work done, and where appropriate, units supplied, together with the appropriate contract price for such work.

For the purposes of this agreement, the projects elements defined as the Streetscape Elements shall have their costs divided by the County and the Village as specified below:

Element	County Cost Commitment	Village Cost Commitment
Decorative street lighting	Costs for construction of standard street lighting, including the costs of standard street lighting fixtures and installation costs	Construction and installation costs, above the standard cost, for the enhanced street lighting, including incremental additional costs of proposed decorative lighting fixtures over and above standard costs
Banner arms on poles	None	All construction and installation costs
Wider sidewalks with decorative coloring	Standard sidewalk costs	Construction and installation costs, above the standard cost, for wider sidewalks with decorative color
Concrete pavers for sidewalks, crosswalks and header curbs for crosswalk	None	All construction and installation costs
Benches	None	All construction and installation costs
Trash receptacles	None	All construction and installation costs
Landscaping	Costs for standard tree planting and sodding	Construction and installation costs of the enhanced landscaping that is above the standard cost of non-enhanced landscaping
Irrigation system	None	Construction and installation costs of the entire irrigation system

The Village will contribute funds for the cost of constructing the aforementioned Streetscape Elements in a total amount not to exceed $1,500,000. The Village shall not be liable for any cost, expense or fee in excess of $1,500,000 except as provided in Section 4 of this Agreement. The Village's design consultant shall be made available to the County at no expense to the County to review shop drawings and perform required post-design services related to Streetscape Elements.

Section 4. Project Cost Adjustments: The parties recognize that adjustments to Project costs 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, such amendments may be executed by the Village Manager and the County Mayor or his designee without the need for approval by the Village and County Commissions.

Section 5. Construction Administration and Inspection: The County shall exercise all responsibilities of the owner under the construction contract, including construction administration and inspections. The County may delegate this function to an authorized agent or Construction Engineering Inspection (CEI) consultant; in either case the County will ensure compliance to any applicable building codes, construction standards, County rules or regulations governing projects of this nature, or any other rule of law in effect that governs this Project. The Village shall have the right to approve the quality and workmanship of the

Streetscape Elements to ensure that a high quality standard is provided to the citizens of the Village. In the case of a disagreement over the interpretation of the plans, the County's Public Works Director, or their representative, shall have final authority subsequent to an independent final inspection by the Village. The Village's and the County's designated representatives shall jointly perform the inspection of the Project which immediately precedes substantial completion. Final payment by the Village 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 designee. The County shall certify upon completion that the Project has been constructed pursuant to the design plans, specifications and approved change orders.

Section 6. **Audit**: The County agrees to permit the Village's auditors or agents to inspect the books, records and accounts of the Project for three years after completion of the Project. These records shall be made available to the Village for inspection within five (5) working days upon written receipt of a written request from the Village. Audits shall be conducted at the Village's cost and expense.

Section 7. **Indemnification**: To the extent authorized by Florida law, the Village 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 Village, 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 Village 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 County, its agents or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the Village for its sole negligence or breach of contract.

Section 8. **Maintenance Responsibilities**: Upon completion of the Project, the parties will assume maintenance responsibilities as set forth below:

Miami-Dade County	Miami Shores Village
Asphalt Pavement	Concrete pavers
Pavement Markings	Header curb for crosswalks
Non-colored sidewalks	Colored sidewalks
Signalization	Traffic signal mast arms
Lighting	Banner arms
Concrete curb and gutters	Landscaping
Drainage	Irrigation system
	Trash receptacles
	Benches

In addition, as part of its maintenance responsibilities, the Village shall further agree to the following commitments:

a) The Village shall compensate the County for all labor and material costs incurred as a result of maintaining the components associated with ornamental/holiday lighting.

b) The Village shall assume sole responsibility for maintaining the landscaping in accordance with FDOT standards with respect to sight line criteria in planting areas.

c) The Village shall trim or prune all landscaping within the planting areas along NE 2 Avenue and intersecting side streets as necessary to maintain the required clear sight window.

d) The Village shall relocate any trees along NE 2 Avenue within the scope of the Project that eventually exceed a mature diameter of 11". Any existing trees located along NE 2 Avenue which currently violate the criteria will be removed and/or relocated as part of the proposed roadway improvements.

Section 9. **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 1st Street, Suite 1640
Miami, Florida 33128
(305) 375-2960

To the Village:

Attention: Mr. Thomas J. Benton
Village Manager
Miami Shores Village
10050 NE Second Avenue
Miami Shores, Florida 33138-2382
(305) 795-2207

Section 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.

Section 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.

Section 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.

Section 13. **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.

Section 14. **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 Village or County elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

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

BY: _____
Deputy Clerk

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

BY: _____
County Mayor or His Designee

Approved by County Attorney
as to form and legal sufficiency _____
County Attorney

ATTEST:

BY: Barbara A. Estep
5/3/07 Village Clerk

MIAMI SHORES VILLAGE, a municipal
corporation of the State of Florida

BY: _____
Thomas J. Benton
Village Manager

Approved by Village Attorney
as to form and legal sufficiency _____
Village Attorney

MIAMI SHORES VILLAGE

Office of the Village Clerk
10050 N.E.2nd Avenue
Miami Shores, Florida 33138
Tel: (305) 795.2207
Fax: (305) 756.8972
E-mail: EstepB@MiamiShoresVillage.com

Barbara Estep, MMC
VILLAGE CLERK

MIAMI SHORES VILLAGE
REGULAR COUNCIL MEETING

The Miami Shores Village Council held their regularly scheduled Council Meeting on Tuesday, May 1, 2007 in the Council Chambers of Village Hall. The Meeting was called to order at 7:30 PM with the following members in attendance:

PRESENT: Herta Holly
Steve Loffredo
Hunt Davis
Prospero Herrera
JC Rodriguez

ALSO PRESENT: Tom Benton, Village Manager
Barbara Estep, Village Clerk
Richard Sarafan, Village Attorney

PRESENTATIONS

Mr, Benton presented the May, 2007 House of the Month Award to Ruslan Ivanov & Sarabelle Sylva of 171 NW 91st Street.

CONSIDERATIONS

1) VILLAGE CLERK — Barbara A. Estep

A) APPROVAL OF THE APRIL 17, 2007 COUNCIL MEETING MINUTES.

Mr. Loffredo moved approval of the April 17, 2007 Council Meeting Minutes. Mr. Herrera seconded the motion and the vote was unanimous in favor of the motion.

B) APPOINTMENT OF TWO COUNCIL MEMBERS TO THE POLICE RETIREMENT PENSION BOARD.

After a brief discussion, it was the concensus of the Council to have JC Rodriguez retain his seat on the Board. In addition, Hunt Davis volunteered to sit on the Board, to which the Council agreed. Therefore, JC Rodriguez and Hunt Davis will sit on the Police Pension Board.

C) APPOINTMENT OF ONE COUNCIL MEMBER TO THE GENERAL EMPLOYEE PENSION BOARD.

The Council was advised that Mayor Holly had been the Council Member sitting on the General Employee Pension Board and it was the consensus of the Council to have Mayor Holly continue on the Board.

D) APPOINTMENT OF A COUNCIL REPRESENTATIVE TO THE MIAMI-DADE LEAGUE OF CITIES.

Mr. Loffredo voiced his interest in becoming the Council's representative to the Miami-Dade League of Cities. Mr. Herrera asked to be named as the alternate for the meetings. Mayor Holly stated that she attends the meetings, at her own cost, as the Village only budgets for one Council Member to attend. It was the concensus of the Council to appoint Mr. Loffredo to represent the Village at the Miami-Dade League of Cities and Mr. Herrera as the alternate.

E) APPOINTMENT OF A COUNCIL REPRESENTATIVE TO THE FLORIDA LEAGUE OF CITIES.

Mayor Holly indicated that she would like to continue to represent the Village at the Florida League of Cities. No one objected to this request and it was the consensus of the Council to have Mayor Holly represent the Village at the Florida League of Cities.

2) VILLAGE MANAGER Tom Benton

A) AUTHORIZATION TO EXECUTE JOINT PARTICIPATION AGREEMENT WITH MIAMI-DADE COUNTY RELATING TO THE N.E. 2ND AVENUE ROADWAY IMPROVEMENT PROJECT.

Mr. Benton outlined the purpose of the Joint Participating Agreement (JPA) and provided general background information on the roadway project. Mr. Benton specifically called attention to a provision in the JPA relating to the need to remove trees from established line of sight areas once they reach a diameter of 11 ½ inches. A discussion amongst the Council ensued regarding this particular provision and the previous Council decision to move forward even with this restriction in place. Subsequent to this discussion, Mr. Loffredo moved to authorize the execution of the Joint Participation Agreement. Mr. Rodriguez seconded the motion and the vote was unanimous in favor of the motion.

3) VILLAGE ATTORNEY Richard Sarafan

A) STATUS REPORT ON CURRENT LEGAL PROCEEDINGS.

Mr. Sarafan gave a brief synopsis of the legal proceedings in which the Village is involved.

4) ANNOUNCEMENTS

The Village Clerk read the announcements.

5) PUBLIC COMMENTS

No one present wished to speak .

6) COUNCIL COMMENTS

Steve Loffredo - Mr. Loffredo stated that he is thrilled to be working with everyone on the Council.

Hunt Davis - Mr. Davis reiterated Mr. Loffredo's comments.

Prospero Herrera - Mr. Herrera indicated that it is good to be back on the Council.

JC Rodriguez - Mr. Rodriguez welcomed everyone to the Council and congratulated the Charter School on their recent FCAT scores.

Herta Holly - Mayor Holly announced a concert at St. Martha's Church on Saturday, May 12th.

7) ADJOURNMENT

The May 1, 2007 Council Meeting was adjourned at 7:55 PM.

Herta Holly

Herta Holly, Mayor

Barbara A. Estep

Barbara A. Estep, MMC
Village Clerk