Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(1)(F)
10-2-07

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

RESOLUTION NO. R-1103-07

RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE VILLAGE OF KEY BISCAYNE TO FUND IMPROVEMENTS OF CRANDON BOULEVARD WITHIN THE MUNICIPAL BOUNDARIES OF THE VILLAGE OF KEY BISCAYNE

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 Interlocal Agreement between Miami-Dade County (County) and the Village of Key Biscayne (Key Biscayne) pursuant to which the County is obligated to pay $365,000 annually for fifteen (15) years to Key Biscayne from available Rickenbacker Causeway toll revenues for the funding of Phase III of the Crandon Boulevard Master Plan and authorizing the Mayor or his designee to execute it.

MEMORANDUM
(Revised)

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

DATE: October 2, 2007

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

The foregoing resolution was offered by Commissioner Jose "Pepe" Diaz, who moved its adoption. The motion was seconded by Commissioner Dennis C. Moss 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	aye
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	absent
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of October, 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. HB

Hugo Benitez

CRANDON BOULEVARD MASTER PLAN Phase III
INTER-LOCAL AGREEMENT

This AGREEMENT, made and entered into this _____ day of _____, 2007, by and between the VILLAGE OF KEY BISCAYNE, FLORIDA, 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:

Intersection improvements with tighter corner radii, pedestrian crosswalks; 8' wide sidewalks, bike lanes, longer dedicated turn lanes, traffic calming features, new bus shelters, and improved bus stops with bus pull outs at select locations, shade trees and improved landscaping; and

WHEREAS, the County wishes to utilize the resources of the Village to contract, construct inspect and administer 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:

Memorandum

MIAMI-DADE COUNTY

Date: October 2, 2007

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

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

From: George M. Burgess
County Manager

Subject: Interlocal Agreement Between Miami-Dade County and the Village of Key Biscayne to Fund Improvements of Crandon Boulevard within the Municipal Boundaries of the Village of Key Biscayne

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Recommendation

It is recommended that the Board of County Commissioners (BCC) approve the attached resolution approving an Interlocal Agreement between Miami-Dade County (County) and the Village of Key Biscayne (Key Biscayne) pursuant to which the County is obligated to pay $365,000 annually for fifteen (15) years to Key Biscayne from available Rickenbacker Causeway toll revenues (Payment) for the funding of Phase III of the Crandon Boulevard Master Plan and authorizing the Mayor or his designee to execute it.

Scope

The Rickenbacker Causeway is within the boundaries of Commission District 7.

Fiscal Impact/Funding Source

The fiscal impact will be a reduction in Rickenbacker Causeway toll revenue annually of $365,000 for fifteen (15) years for a total reduction of $5,475,000.

Track Record/Monitor

Not Applicable.

Background

The Crandon Boulevard Master Plan study was approved by Key Biscayne and the County in an Interlocal Agreement dated February 8, 2002. The Master Plan goals and objectives fall into six (6) general categories listed below:

Improved Public Safety
Easing of Traffic Congestion
Traffic Calming
Pedestrian Walkways
Improved Mass Transit
Streetscape Improvements

The Crandon Boulevard Master Plan is being implemented in three (3) phases.

Phase I
Crandon Boulevard along the Civic Center frontage, including the intersection with West McIntyre Street and Galen Drive, was identified as the first phase of implementation. Construction of this segment was completed in 2006, and the $776,000 cost was funded from the Civic Center project budget. In addition, the County entered into a JPA with Key Biscayne to fund the signal improvements on Crandon Boulevard and Galen Drive/McIntyre Street at a cost of $137,000.

Phase II
Crandon Boulevard from the Key Biscayne entrance to the West McIntyre/Galen Drive intersection, and Harbor Drive from Fernwood Road to Crandon Boulevard, were the areas targeted in the second phase of implementation. The cost, estimated at $4.0 Million, was funded from a variety of sources including: the Village's allocation of County half-penny transit surtax funds; developer contributions, and State and Federal Funds. Phase II construction was completed in 2006.

Phase III
Crandon Boulevard from the West McIntyre/Galen Drive intersection to the entrance to Bill Baggs Cape Florida State Park is the focus of Phase III implementation. The cost estimate is $5 Million for this phase.

During the September 22, 2006, budget hearing, the BCC approved the payment of $365,000 commencing in Fiscal Year 2006-07. The Interlocal Agreement formally obligates the County to make the payment, provided Rickenbacker Causeway toll revenues are available in the amount of the payment which is anticipated. The payment shall be used by Key Biscayne to fund Phase III of the ongoing Crandon Boulevard Master Plan Improvements. Phase III includes intersection improvements with tighter corner radii, pedestrian crosswalks; eight foot wide sidewalks, bike lanes, longer dedicated turn lanes, traffic calming features, new bus shelters, and improved bus stops with bus pull out bays at select locations, shade trees and enhanced landscaping. Key Biscayne has commenced construction of Phase III and has issued bonds to pay the cost and will use the County's annual allocation to retire the bonds.

This Interlocal Agreement provides the terms and conditions upon which the County shall remit the payment to Key Biscayne.

Assistant County Manager

Section 1. Design. The Village 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 County and/or Village, as applicable, design criteria, to the satisfaction of the County's Public Works Director or their designee. The Village's design consultant shall be made available to the County at the Village's expense solely to address comment review by the County, shop drawings and perform required post-design services, limited to project design.

Section 2. Permits and Approvals. During the course of the design, the Village shall obtain all necessary permits, and utility adjustments; and coordinate the review of construction documents by utilities and permitting agencies. The Village shall make all necessary adjustments as required for approval and/or permitting by those agencies. The Village shall obtain all necessary permits, and utility adjustments for the Project in accordance with applicable State, Federal and Local Laws and ordinances. The Village shall not pay for County permits, other than required Department of Environmental Resources Management (DERM) and/or Building Department permits.

Section 3. Right-of-Way. The Village shall acquire at its sole expense, any right-of-way that is required to complete the construction of the Project.

Section 4. Public Information. The Village will provide information to property owners, tenants, and area residents, including business signs, directional parking signs, and schedules for major work to be performed in the area.

Section 5. Coordination with the Miami-Dade Public School Board. The Village will coordinate construction of the Project with the Miami-Dade Public School Board.

Section 6. Construction. The Village shall complete Phase III of the Crandon Boulevard Improvement Project and make timely payments to contractors, subcontractors, material suppliers, and other persons included in the construction of this project.

All records of the Village and its contractors pertaining to the Project shall be maintained in Miami-Dade County and, upon reasonable notice shall be made available to representatives of the County In addition; the Office of Inspector General of Miami-Dade County shall have access thereto for any of the purposes provided in Section 2-1076 of the Miami-Dade County Code.

The Village shall comply with the requirements of Florida Statutes related to retainage of funds due a contractor and shall include appropriate language in its construction contracts and shall require the contractor to include such language in its subcontracts.

All applicable County Rules, Regulations, Ordinances, Resolutions, Administrative Orders, and the County Charter referenced in this agreement are posted on the County's website: "miamidade.gov".

Section 7. County Payments of Project Costs. The County funds provided for the Project under this Agreement are specified as $365,000 annually for a period of 15 years and totaling:

Funding Amount	Funding Source	County Fiscal Year of Commitment
$5,475,000	Rickenbacker Causeway Toll Revenue	2007-2021

Section 8. Schedule and Manner of Reimbursements. Subsequent to the effective date of this Agreement, the county shall make a payment of $365,000 to the Village for Fiscal Year 06-07, provided, however, that such payment is conditioned on receipt by the County of a cost accounting for the three phases of the Project and a copy of any certificate of completion received to date. For each subsequent fiscal year through Fiscal Year 20-21, the Village shall submit an invoice in the amount of $365,000 to the County's Public Works Director by November 1 for payment as soon as it is practical.

Section 9. Construction Administration and Inspection. The Village shall exercise all responsibilities of the owner under the construction contract, including construction administration and inspections. The Village may delegate this function to an authorized agent or Construction Engineering Inspection consultant. Traffic signal and lighting component of the work will be inspected and approved by the County's inspector. In the case of a disagreement over the interpretation of the plans, the County Public Works Director, or her representative, shall have final authority subsequent to an independent final inspection by the County. The Village shall certify upon completion

that the Project has been constructed pursuant to the design plans, specifications and approved change orders. The Village shall certify upon completion that the Project has been constructed pursuant to the design plans, specifications and approved change orders.

Section 10. 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 11. Audit. The Village 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) working days upon written receipt of a written request from the County. Audits shall be conducted at the County's cost and expense.

Section 12. 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.

Section 13. 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 14. 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 15. 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.

Section 16. 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 N. W. 1st Street, Suite 1640
Miami, Florida 33128
(305) 375-2960

To the Village:

Attention: Jacqueline Menendez
Manager
Village of Key Biscayne
88 W McIntyre Street
Key Biscayne, Florida 33149
(305) 365-5511

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 designee

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

ATTEST:

VILLAGE OF KEY BISCAYNE, a municipal corporation of the State of Florida

BY: _____

City Clerk

(Affix City Seal)

BY: _____

Mayor

Approved by Village Attorney
as to form and legal sufficiency _____

Village Attorney