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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: October 20, 2009

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

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Resolution No. R-1212-09

Subject: Joint Participation Agreement between Miami-Dade County and the City of Miami to Provide up to $2,196,465 in City Funds, and the Transfer to the County of up to $1,000,000 in Federal Surface Transportation Enhancement Funds, for the County's Construction of the Venetian Causeway Streetscape Project and the Design and Construction of Elements of the City's Stormwater System

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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 the City of Miami (City) for the Venetian Causeway Streetscape Project.

SCOPE

This JPA will provide for improvements along the portion of the Venetian Causeway that lies within the City of Miami in Commission District 3.

FISCAL IMPACT/FUNDING SOURCE

The total cost of construction for the entire length of the project is $7,869,179. Funding for the project will be provided by Federal and Local sources. This Agreement will provide up to $1,900,000 in City of Miami Street Bond Program Funds, as well as reimbursement of up to $296,465 from City of Miami Street Bond Program/FDEP Funds/Sunshine State Loan for the design ($26,465) and construction ($270,000) of elements of the City's stormwater system that the City requested be incorporated into the Project, for a total of $2,196,465. In addition, this Agreement will provide the transfer to the County of up to $1,000,000 in Federal Surface Transportation Enhancement Program Funds that the City applied for and received for the construction of the project through the Florida Department of Transportation (FDOT). Additional funds will be provided by:

a) City of Miami Beach General Obligation Bond Funds - $1,564,179
b) City of Miami Beach Surface Federal Surface Transportation Enhancement Program Funds - $1,000,000
c) Miami-Dade County – Federal Surface Transportation Enhancement Program Funds - $585,000
d) Miami-Dade County Road Impact Fee District 8 Funds - $550,000
e) Miami-Dade County - Sunshine State Loan Funds - $1,000,000

To summarize, the total construction cost of $7,869,179 plus the design cost of the elements of the City's stormwater system of $26,465 totals $7,895,644.

Miami-Dade County and the Cities of Miami and Miami Beach have executed their respective Local Agency Program (LAP) Agreements with FDOT in order to receive the aforementioned Federal funds reimbursements for the project. The reimbursement of these funds will be requested by the Cities and

these funds as well as City funds committed to the project will be provided to the County for the construction of the project.

The City's funding of the non-FDOT portion of this contract is subject to the availability of $2,196,465 in proceeds from the pending issuance of the aforementioned City bonds. Prior to this item appearing before the BCC for final approval, the status of the issuance of these bonds will be established.

The County and the City of Miami Beach will also execute a JPA under a separate item to provide for improvements along the portion of the Venetian Causeway that lies within the City of Miami Beach.

DELEGATION OF AUTHORITY

No additional authority is being requested within the body of this contract.

TRACK RECORD/MONITOR

The City of Miami will utilize the resources of the County to contract, construct and administer these improvements on a reimbursable basis. Disbursement of funds to the County shall be based upon County invoices with certified copies of paid contractor estimates. The project will be assigned to Mr. Bassam Moubayed, CFM, Chief, Construction Division, who will oversee inspections conducted by Public Works Department (PWD) staff.

BACKGROUND

The Venetian Causeway Streetscape Improvements Project is a joint effort between the County and the Cities of Miami and Miami Beach, in accordance with the Venetian Causeway Neighborhood Alliance. It will include roadway beautification enhancements and improvements to the Venetian Causeway; such as stormwater improvements, sidewalks, curb and gutters, raised landscape medians, continuous bike lanes, decorative roadway lighting, tree planting, signalization, pavement markings, signage, and other streetscape improvements including, but not limited to gateway signage and colored concrete crosswalks. The improvements shall also include elements of the City's stormwater system that are located, traverse, or cross (trunk lines, cross-drains, manholes, etc.) the County's right-of-way or roadway footprint as deemed necessary by the City to accommodate future improvements to its stormwater system. These stormwater system improvements constructed on behalf of the City will be maintained by the City.

The construction of the Venetian Causeway Streetscape Project will not conflict with the ongoing rehabilitation of the Venetian Causeway bridges. PWD will implement a Public Involvement Plan (PIP) during the construction of the project to provide information to all affected property owners, tenants, and area residents of the work to be performed in the area. On June 11, 2009, the Miami City Commission adopted Resolution No. 09-0280 approving this JPA. The project is anticipated to commence by the end of October 2009 and be completed by the end of October 2010.

Assistant County Manager

MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: October 20, 2009

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

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

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

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

✓ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

✓ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(1)(B)
10-20-09

RESOLUTION NO. **R-1212-09**

RESOLUTION APPROVING EXECUTION OF A JOINT PARTICIPATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI TO PROVIDE UP TO $2,196,465 IN CITY FUNDS, AND THE TRANSFER TO THE COUNTY OF UP TO $1,000,000 IN SURFACE TRANSPORTATION ENHANCEMENT PROGRAM FUNDS, FOR THE COUNTY'S CONSTRUCTION OF THE VENETIAN CAUSEWAY STREETSCAPE PROJECT AND THE DESIGN AND CONSTRUCTION OF ELEMENTS OF THE CITY'S STORMWATER SYSTEM; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S 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; and

WHEREAS, both the City of Miami and Miami-Dade County wish to facilitate the construction of the Venetian Causeway Streetscape Project,

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 up to $2,196,465 in City Funds, and the transfer to the County of up to $1,000,000 in Surface Transportation Enhancement funds, for the County's construction of the Venetian Causeway Streetscape Project, and the design and construction of elements of the City's stormwater system, in substantially the form attached hereto and made a part hereof; and 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.

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

Dennis C. Moss, Chairman	**aye**		
Jose "Pepe" Diaz, Vice-Chairman	**aye**		
Bruno A. Barreiro	**absent**	Audrey M. Edmonson	**absent**
Carlos A. Gimenez	**aye**	Sally A. Heyman	**aye**
Barbara J. Jordan	**aye**	Joe A. Martinez	**aye**
Dorrin D. Rolle	**aye**	Natacha Seijas	**aye**
Katy Sorenson	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of October, 2009. 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: **DIANE COLLINS**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Hugo Benitez

CITY OF MIAMI AND MIAMI-DADE COUNTY
VENETIAN CAUSEWAY STREETSCAPE IMPROVEMENTS PROJECT,
B-39911

JOINT PARTICIPATION AGREEMENT

This AGREEMENT, made and entered into this _____ day of _____, 2009, 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, along with the City of Miami Beach, whose involvement and responsibilities are detailed under separate agreement with the COUNTY, herein wish to facilitate the construction of a road improvement project in MIAMI-DADE COUNTY, hereinafter referred to as the "Project" described as follows:

Improvements to Venetian Causeway from Biscayne Boulevard in the City of Miami to Belle Island in the City of Miami Beach:

The work will consist of roadway improvements to include: stormwater improvements, sidewalks, curb and gutter, raised landscape medians, continuous bike lanes, decorative roadway lighting, tree planting, signalization, pavement markings, signage, and other streetscape improvements including, but not limited to gateway signage and colored concrete crosswalks; The improvements shall include elements of the CITY's stormwater system that are located, traverse, or cross (trunk lines, cross-drains, manholes, etc.) the COUNTY's right-of-way or roadway footprint as deemed necessary by the

CITY to accommodate future improvements to its stormwater system with minimum impacts to the COUNTY road.

WHEREAS, the CITY wishes to utilize the resources of the COUNTY to contract, construct and administer the Project, subject to the terms and conditions of this Agreement; and

WHEREAS, the CITY agrees to contribute to the funding of the Project; and

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:

1. **EFFECTIVE DATE AND TERM**. This Agreement shall become effective upon the signatures of the CITY and the COUNTY, and shall remain in full force and effect until such time when construction of the Project is completed and closed-out, and the COUNTY's Contractor's accounts as well as those of the County Public Works Department and the COUNTY's Agent (if applicable) are closed. The effectiveness of this Agreement is subject to the execution by the City of Miami Beach and the COUNTY of their Joint Participation Agreement for improvements of the Venetian Streetscape Project. In the event that contract is not executed by December 31, 2009, this Agreement shall become null and void and of no effect.

2. **RESPONSIBILITIES OF THE COUNTY**

   2.1. **Financial Contribution**: The County's contribution of funds for the construction and administration from Biscayne Boulevard in the City of Miami to Belle Island in the City of Miami Beach is estimated at $2,135,000.

   2.2. **Funding Source**: The County funds available for this Project are:

Funding Amount	Funding Source	Fiscal Year of Commitment
$1,000,000	Sunshine State Loan Funds	2008-2009
$585,000	Surface Transportation Enhancement Funds through LAP Agreement	2008-2009
$550,000	Road Impact Fee District 8	2008-2009

2.3. Permits And Approvals. During the course of construction , the COUNTY, through its Departments Public Works, shall identify all necessary permits and shall coordinate the review of construction documents by utilities and permitting agencies such as the Miami-Dade County Water and Sewer Department and the Department of Environmental Resources Management. The COUNTY shall make all necessary adjustments as required for approval and/or permitting by those agencies. The COUNTY, through its Department of Public Works shall select the Contractor, shall obtain all necessary permits, and utility adjustments for the Project in accordance with applicable state, federal and local laws and ordinances.

2.4. Construction. The COUNTY shall procure the services of a properly licensed contractor to construct the Project. The COUNTY may award the contract through any available lawful means which, in the COUNTY's discretion, is determined to provide 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. The construction contract shall provide that the Project be completed not later than twelve (12) months after the issuance of a Notice to Proceed. 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 by designated representatives of the CITY and COUNTY. Subsequent to the evaluation of bids or proposals by the COUNTY and prior to the COUNTY's acceptance of a bid or proposal, the COUNTY shall provide said evaluation to the CITY's Director of the Department of Capital Improvements Programs ("CIP") for review and comment. Final commitment of CITY funds for the Project shall occur upon review of the contract award recommendation by the City CIP Director in accordance with Section 3.6 of this Agreement. The CITY agrees that the selection, retention and discharge of such contractor shall be the responsibility of the COUNTY.

2.5. **Accounting**: The COUNTY shall at all times maintain separate accounting for the costs of the Project so those costs may be independently verified and audited by the CITY, at the request and cost of the CITY.

2.6. **Public Involvement:** The COUNTY will implement a Public Involvement Plan (PIP) during the construction of the project, including but not limited to: public meetings, project documentation and flyers, business signs, etc. Appropriate investigation of the project stakeholders will be used to develop the goals and objectives to implement the PIP.

2.7. **Submission of Record Drawings:** The COUNTY will submit record drawings to the CITY for the elements of the CITY's stormwater system within COUNTY's right-of-

way that are designed and constructed as part of this Project. Record drawings must be signed and sealed by a Florida registered Professional Engineer and/or Professional Land Surveyor. Deliverables will include three (3) CD's and three (3) hard copies.

3. RESPONSIBILITIES OF THE CITY

3.1. Funding Amount, Reimbursement of Project Design Costs. The CITY agrees to provide funds in the amount of $26,465 solely for the design of elements of the CITY's stormwater system that are located, traverse, or cross (trunk lines, cross-drains, manholes, etc.) the COUNTY's right-of-way or roadway footprint as deemed necessary by the CITY to accommodate future improvements to its stormwater system with minimum impacts to the COUNTY road.

3.2. Funding Amount, Reimbursement of Project Construction Costs. The CITY agrees to provide funds in the amount of $2,170,000 for eligible costs, as defined in Section 6 incurred by COUNTY for the construction of the Project. This amount consists of $1,900,000 for the Venetian Causeway improvements originally contemplated by the COUNTY, and an additional not-to-exceed amount of $270,000 solely for elements of the CITY stormwater system that are located, traverse, or cross (trunk lines, cross-drains, manholes, etc.) the COUNTY's right-of-way or roadway footprint as deemed necessary by the CITY to accommodate future improvements to its stormwater system with minimum impacts to the COUNTY road. The CITY shall disburse to the COUNTY funds for the Project in the manner set forth in this Section. The CITY shall incur no liability for any costs in excess of said funding amount unless there has been a duly authorized increase approved by a CITY Commission vote as provided in Section 3.6 of this Agreement.

3.3. Funding Source: The CITY funds available for this Project are:

Funding Amount	Funding Source	Fiscal Year of Commitment
$1,900,000	STREETS BOND PROGRAM	2008-2009
$296,465	STREETS BOND PROGRAM/FDEP FUNDS/SUNSHINE STATE LOAN	2008-2009

3.4. Local Agency Program Funding: The CITY will also pass through to the COUNTY funds applied for by the CITY and obtained for this Project from the Florida Department of Transportation (FDOT), through a Local Agency Program (LAP) Agreement ($1,000,000), which has been developed by the COUNTY on the CITY's behalf and executed between the CITY and FDOT. The COUNTY will submit invoices to the CITY. These invoices will be forwarded to FDOT for reimbursement of LAP funds. Upon receipt of funds by the CITY, the funds will be forwarded to the COUNTY.

3.5. Project Cost Adjustments: The amounts committed by the CITY are based on the current estimated costs of the Project. The parties recognize that adjustments to the above-referenced costs may be required in the future and that at the options of the parties, amendments may be entered into to revise the funds available for the Project. Funding commitments shall be subject to the approvals of the parties' respective governing boards.

3.6. CITY Approvals: Wherever CITY approval is required through its Department of Capital Improvements Program, the CITY will not unreasonably withhold or delay its approval. Failure of the CITY to respond, in writing, to the COUNTY's request for

approval within thirty (30) days shall be automatically deemed an approval by CITY, without the necessity of future action by the CITY.

4. **RESPONSIBILTIES OF THE CITY OF MIAMI BEACH**:

The City of Miami Beach's financial contribution, involvement and responsibilities are detailed under separate agreement with the COUNTY.

5. **SCHEDULE & MANNER OF REIMBURSEMENTS:** Upon execution, COUNTY shall furnish CITY a copy of the estimated budget for the Project, and will similarly furnish CITY with any and all revisions thereto. At the time of contract award for this Project, the COUNTY shall submit the Estimated Quarterly Construction Payout Schedule for the Project to the CITY CIP Director. Quarterly disbursement of CITY funds to the COUNTY shall be based upon COUNTY-approved invoices with certified copies of payment requests attached.

6. **ELIGIBLE COSTS**: The parties agree that the below identified costs incurred by COUNTY 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, Project-related hard costs that may be reimbursed shall be defined to mean and include fees for labor, materials, supplies, equipment, required insurance and bonding, and/or the provision or installation of furnishings, fixtures and equipment, permitting and associated costs.

7. **CONSTRUCTION ADMINISTRATION AND INSPECTION**. The COUNTY shall exercise all responsibilities of the "owner" under the construction contract, including oversight of construction administration and inspections. The COUNTY may delegate this

function to an authorized agent or Construction Engineering Inspector or Observer (CEI/CEO consultant). The CITY may assign an inspector who shall have an advisory role in the routine daily inspections. In the case of a disagreement over the interpretation of the plans, the COUNTY's Director of Public Works, or his/her representative, shall have final authority. The COUNTY's representative and the CITY's designated representative shall jointly perform the inspection of the Project which immediately precedes substantial completion. Final payment to the COUNTY and obligation of maintenance responsibility to the parties shall be subject to the final acceptance of the Project by the CITY's CIP 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.

8. **AUDIT**. The COUNTY agrees to permit the CITY auditors 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 CITY for inspection within five (5) business days upon written receipt of a written request from the CITY. Audits shall be conducted at the CITY's cost and expense.

9. **INDEMNIFICATION**. 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 limitations included in §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.

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 in §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.

In the event of breach or non-performance by the persons selected by the COUNTY to perform the work, the COUNTY shall, upon written request by the CITY, assign to the CITY any and all of its rights under the affected contract for purposes of the CITY's prosecution of claims, actions or causes of action resulting from such breach or non-performance. The COUNTY agrees to cooperate fully with the CITY in the prosecution of any such claim or action. Any damage recovered by the CITY which is attributable to an expenditure by the COUNTY shall be returned to the COUNTY by the CITY, within sixty (60) days of receipt.

10. **MAINTENANCE**. Upon completion of the Project, the parties will assume maintenance responsibilities as set forth below:

Maintenance Responsibility by Miami-Dade County	Maintenance Responsibility by the City of Miami
COUNTY's drainage system within the COUNTY's right-of-way	CITY's drainage system within the COUNTY's right-of-way
Asphalt Pavement	
Pavement Markings	
Concrete Curb and Gutters	
Sidewalks	
Lighting	
Signage	
Tree Planting and Sod	
Gateway Signs	

11. **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 CITY:

Attention: Ola O. Aluko, Director
Department of Capital Improvements Program
City of Miami
444 S.W. 2nd Avenue, 8th Floor
Miami, Florida 33130
(305) 416-1225

12. **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.

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.

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.

15. **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.

16. **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) 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

Approved by County Attorney
as to form and legal sufficiency _____

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

BY: _____
County Mayor or County Mayor's Designee

ATTEST:

BY: Priscilla A. Thompson
Priscilla Thompson
City Clerk 7-9-09

(Affix City Seal)

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

BY: _____
Pedro G. Hernandez
City Manager

Approved by City Attorney
as to Legal form and correctness:

RAR

Julie O. Bru
City Attorney

Approved to Insurance Requirements:

LeeAnn Brehm, Director
Risk Management

City of Miami

Text File Report

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

File ID:	09-00557	**Type:**	Resolution	**Status:**	Passed
Enactment #:	R-09-0280			**Enactment Date:**	6/11/09
Version:	1	**Introduced:**	5/18/09	**Controlling Body:**	Office of the City Clerk

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING THE CITY MANAGER TO EXECUTE A JOINT PARTICIPATION AGREEMENT ("JPA"), IN SUBSTANTIALLY THE ATTACHED FORM, WITH MIAMI-DADE COUNTY ("COUNTY"), FOR THE VENETIAN CAUSEWAY STREETSCAPE IMPROVEMENTS PROJECT, B-39911 ("PROJECT"); OUTLINING THE RESPONSIBILITIES OF THE PARTIES; AUTHORIZING THE ALLOCATION OF FUNDS IN THE AMOUNT OF $3,196,465, TO THE COUNTY, FROM CAPITAL IMPROVEMENT PROJECT NO. B-39911 UPON AVAILABILITY, CONSISTING OF FUNDING IN THE AMOUNT OF $2,196,465, FROM A FUTURE STREET BONDS ISSUANCE, AND FUNDING IN THE AMOUNT OF $1,000,000, FROM A GRANT FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION, FOR WHICH THE CITY WILL ACT AS A PASS-THROUGH TO THE COUNTY.

WHEREAS, the City of Miami ("City"), the City of Miami Beach, and Miami-Dade County ("County") wish to facilitate the construction of a road improvement project, entitled "Venetian Causeway Improvements Project, B-39911" ("Project"); and

WHEREAS, the Project will consist of roadway beautification enhancements and improvements to the Venetian Causeway to include: expanded sidewalks, curb and gutter, raised landscaped median, continuous bike lanes, parallel parking, drainage improvements, pavement markings and signing, traffic mast arms, decorative roadway lighting, tree planting, entrance features and decorative paver crosswalks; and

WHEREAS, the County has agreed to complete the work on behalf of the municipalities and will contract, construct and administer the Project; and

WHEREAS, the County shall manage, supervise and inspect all aspects of the Project construction until completion of the Project, and the City shall make a financial contribution to the Project, in accordance with Section 339.12, Florida Statutes; and

WHEREAS, pursuant to Resolution No. 07-0399, adopted June 10, 2007, the City Commission previously approved a contribution of $1,900,000 and authorized the execution of a Joint Participation Agreement ("JPA") with the County to partially fund the construction of the Project; and

WHEREAS, the JPA was not executed and underwent further negotiation as the City wished to include elements of the City's stormwater system that are located, traverse, or cross (trunk lines, cross-drains, manholes, etc.) the County's right-of-way or roadway footprint; and

WHEREAS, the design and construction of the additional elements are estimated to cost $296,465; and

WHEREAS, the City, on behalf of the County, also applied for and was awarded a Transportation Enhancement Program grant in the amount of $1,000,000, from the Florida Department of Transportation ("FDOT") for the Project; and

WHEREAS, pursuant to Resolution No. 08-0506, adopted September 11, 2008, the Local Agency Program ("LAP") agreement was executed on April 13, 2009; and

WHEREAS, pursuant to Resolution No. 08-0506, adopted September 11, 2008, the City Commission accepted the $1,000,000 in funding from FDOT for the project, for which the City will act as a pass-through to the County, and the agreement was executed on April 13, 2009; and

WHEREAS, the attached JPA, in the total amount of $3,196,465, consisting of the originally contemplated $1,900,000 contribution, $296,465 in improvements to the City's stormwater system, and $1,000,000 in federal LAP funds, has been negotiated with the County governing said funds and detailing the responsibilities of both parties; and

WHEREAS, the non-FDOT portion of the funding, in the amount of $2,196,465, will be available upon the future street bond issuance; and

WHEREAS, funds for this purpose will be allocated upon availability from the Capital Improvement Project No. B-39911;

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

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

Section 2. The City Manager is authorized{1} to execute a JPA, in substantially the attached form, with the County for the Project, with the responsibilities of the parties outlined in said JPA.

Section 3. The allocation of funds in the amount of $3,196,465, to the County, is authorized from Capital Improvement Project No. B-39911, upon availability, consisting of funding in the amount of $2,196,465, from a future street bonds issuance, and funding in the amount of $1,000,000, from a grant from the FDOT, for which the City will act as a pass-through to the County.

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