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

Memorandum

MIAMI-DADE COUNTY

Date: September 10, 2010

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

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

From: George M. Burgess
County Manager

Resolution No. R-890-10

Subject: First Amendment to the Joint Participation Agreement (JPA) Between Miami-Dade County and the Miami-Dade Expressway Authority to Participate in Funding the Construction of Roadway Improvements Along West 137 Avenue from SW 8 Street to NW 12 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 First Amendment to a Joint Participation Agreement (JPA) between Miami-Dade County and the Miami-Dade Expressway Authority (MDX) for West 137 Avenue from SW 8 Street to NW 12 Street. The Amendment will reflect the actual and final construction and jurisdictional responsibilities as it refers to the access roads that were required in the original JPA.

SCOPE

The referenced roadways are located within Commission District 12.

FISCAL IMPACT/FUNDING SOURCE

Upon execution of this Amendment, the County will no longer be liable for costs related to the maintenance of the Perimeter Access Road, which will be kept under MDX jurisdiction; saving the County approximately $748 annually.

DELEGATION OF AUTHORITY

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

TRACK RECORD/MONITOR

N/A

BACKGROUND

On June 8, 2004, the BCC approved a JPA between Miami-Dade County and the Miami-Dade Expressway Authority (MDX), to provide funding for the construction of roadway improvements along W 137 Avenue from SW 8 Street to NW 12 Street as per Resolution No. R-753-04. The construction of this segment of roadway was completed by MDX, and is now open to traffic.

This JPA included three (3) roads that were seen as necessary in order to construct the project. These roads were designated as follows:

(1) A two-lane access road to be constructed by MDX within a portion of the rights-of-way for NW 13 Street and NW 127 Avenue (NW 13 Street Access Road)
(2) A two-lane access road to be constructed by MDX within a portion of right-of-way for NW 6 Street between NW 137 Avenue and NW 140 Avenue (NW 6 Street Access Road)
(3) A perimeter two-lane access road to be constructed by MDX from NW 12 Street to theoretical NW 9 Street (Perimeter Access Road)

According to the JPA, these roads were all to be maintained at the sole expense of the County after the completion of the project construction.

Subsequently, it was determined that the construction of the NW 13 Street Access Road (1) was not necessary due to the Beacon Lakes Community Development District (BLCDD) project which constructed NW 127 Avenue between NW 12 Street and NW 17 Street. This segment allowed the necessary parcel access that was to be provided by the construction of the NW 13 Street Access Road (1).

The County will continue to maintain the NW 6 Street Access Road (2) as called for under the terms of the JPA. MDX has agreed to transfer ownership to the County of a parcel of land along this road that was acquired by MDX for the construction of the W 137 Avenue project.

In addition, the County and MDX have agreed that the operation and maintenance of the Perimeter Access Road (3) shall remain under the control of MDX. It will no longer be considered for transfer to the County as this road mainly serves MDX as access for maintaining the ramps of the SR-836 interchange.

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: September 10, 2010

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

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

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)(C)
9-10-10

RESOLUTION NO. R-890-10

RESOLUTION AUTHORIZING EXECUTION OF THE FIRST AMENDMENT TO THE JOINT PARTICIPATION AGREEMENT (JPA) BETWEEN MIAMI-DADE COUNTY AND THE MIAMI-DADE EXPRESSWAY AUTHORITY TO PARTICIPATE IN FUNDING THE CONSTRUCTION OF ROADWAY IMPROVEMENTS ALONG WEST 137 AVENUE FROM SW 8 STREET TO NW 12 STREET; 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,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves this amendment to the Joint Participation Agreement between Miami-Dade County and the Miami-Dade Expressway Authority, in order to correctly reflect the actual and final construction and jurisdictional responsibilities of project construction, maintenance, and access roads that were required in the Joint Participation Agreement, 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 **Dorrin D. Rolle**, who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** 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	**aye**	Audrey M. Edmonson	**aye**
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	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 10th day of September, 2010. 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. for

for Hugo Benitez

FIRST AMENDMENT TO AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY

This First Amendment to Agreement is made and entered into this _____ day of _____, 2010, by and between Miami-Dade County, a political subdivision of the State of Florida, herein referred to as the "County", and the Miami-Dade County Expressway Authority, a body politic and corporate, a public instrumentality and an agency of the State of Florida, herein referred to as "MDX".

WITNESSETH

WHEREAS, pursuant to Resolution No. R-753-04, approved by the Board of County Commissioners of Miami-Dade County, Florida, on June 8, 2004, the parties hereto entered into a Joint Participation Agreement to facilitate the construction of roadway improvements in Miami-Dade County, (the "Agreement") including , Miami-Dade County, as more particularly described in the Agreement (the "Roads"); and

WHEREAS, in order to correctly reflect the final construction and jurisdictional responsibilities of the roadway improvements that were originally envisioned in said Agreement,

NOW, THEREFORE, in consideration of the mutual desires of the parties hereto, the following modifications are made to the Agreement:

8. **Project Construction, Maintenance and Access Roads.**

(a) MDX will be responsible for the Construction Engineering

and Inspection (CEI) services for the Project, at its sole expense.

(b) After completion of construction of the 83605 Project and granting of final acceptance by MDX for such project, the parties agree that, if SW/NW 137th Avenue from SW 8th Street to N.W. 12th Street has been functionally reclassified as a state road, MDX shall turn it over to FDOT and FDOT shall then be responsible for the operation and maintenance of SW/NW 137th Avenue. If SW/NW 137th Avenue becomes functionally reclassified as a state road under the Department's jurisdiction, MDX and/or the COUNTY will provide all plans, right-of-way maps, legal descriptions, proper conveyances and other necessary documents requested by the Department, that either party has in its possession. The parties agree that the Department shall be involved in the semi-final and final inspections for SW/NW 137th Avenue.

If SW/NW 137th Avenue is not classified as a state road upon construction completion of the 83605 Project and the granting of final acceptance by MDX for such project, the parties agree that SW/NW 137th Avenue shall be transferred to the COUNTY and the COUNTY shall be responsible for the operation and maintenance, as described herein, at the COUNTY's sole cost and expense.

(c) The COUNTY agrees to maintain a ~~two-lane access road constructed by MDX within a portion of the rights-of-way for NW 13th Street and NW 127th Avenue and a~~ two-lane access road constructed by MDX within a portion of the right-of-way for NW 6th Street upon completion of construction and granting of final acceptance for the 83605 Project. In addition, ~~the COUNTY~~MDX agrees to maintain a perimeter two-lane access road to be constructed by MDX

from NW 12th Street to theoretical NW 9th Street, as shown on Exhibit "D" to this Agreement, which is attached hereto and incorporated herein.

(d) The COUNTY hereby grants to MDX a temporary access, temporary construction and perpetual drainage easement, as attached hereto and incorporated herein as Exhibit "E" on and over property/right of way owned by the COUNTY ("NW 13th Street/NW 127th Avenue Temporary Construction Easement"), relating to the theoretical NW 13th Street, between NW 127th Avenue and NW 132nd Avenue, and to the theoretical NW 127th Avenue, between NW 12th Street and NW 13th Street, for the purpose of MDX constructing an access road at NW 13th Street and NW 127th Avenue ("NW 13th Street Access Road") at the sole cost of MDX. MDX shall record the NW 13th Street/NW 127th Avenue Temporary Construction Easement in the public records of Miami-Dade County at MDX's sole cost and expense. ~~The parties acknowledge that the determination has been made for MDX to construct the NW 13th Street Access Road. Upon completion of its construction, the COUNTY agrees to maintain the NW 13th Street Access Road at the COUNTY's sole cost and expense.~~ The parties acknowledge that the construction of NW 13th Street Access Road was not necessary due to the Beacon Lakes Community Development District (BLCDD) project to construct NW 127th Avenue between NW 12th Street and NW 17th Street which provided the necessary parcel access.

(e) The COUNTY hereby grants to MDX a temporary access, temporary construction easement and a perpetual drainage easement, which is attached hereto and incorporated herein as Exhibit "F", on and over property/right

of way owned by the COUNTY ("NW 6th Street Temporary Construction Easement") relating to the theoretical NW 6th Street, between SW/NW. 137th Avenue and W. 140th Avenue (the "NW 6th Street Access Road"), for the purpose of MDX constructing an access road at the sole cost of MDX. MDX shall record the NW 6th Street Temporary Construction Easement in the public records of Miami-Dade County at MDX's sole cost and expense. The parties acknowledge that no determination has been made at this time as to whether the NW 6th Street Access Road needs to be constructed. However, if the NW 6th Street Access Road is constructed, upon completion of its construction, the COUNTY agrees to maintain the NW 6th Street Access Road at the COUNTY's sole cost and expense.

15. **Notices**. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received when delivered (personally, by courier service such as Federal Express, or by other messenger) against receipt or upon actual receipt of registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:

(a) If to MDX: Miami-Dade County Expressway Authority
3790 N.W. 21st Street
Miami, Florida 33142
ATTN: Mr. ~~Servando M. Parapar~~Javier Rodriguez, P.E., Executive Director

and

~~Greenberg Traurig, P.A.~~
~~777 S. Flagler Drive~~
~~Suite 300 East~~
~~West Palm Beach, Florida 33401~~
~~ATTN: Teresa J. Moore, Esq.~~

Miami-Dade County Expressway Authority.
3790 NW 21 Street
Miami, Florida 33142
ATTN: Pamela S. Leslie, Esq.
MDX General Counsel

(b) If to the COUNTY: Miami Dade County
Stephen P. Clark Center
111 N. W. 1st Street,
Suite 1601
Miami, FL 33128
ATTN: ~~Aristides Rivera~~Esther L. Calas, P.E., Director, Public Works Dept.

In all other respects, except as herein amended, the original Agreement shall remain unchanged and in full force and effect.

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 County Mayor's Designee

Approved by County Attorney
as to form and legal sufficiency _____

ATTEST:

BY: _____
Maria [illegible]
Secretary

MIAMI-DADE EXPRESSWAY AUTHORITY

BY: _____
Javier Rodriguez, P.E.
Executive Director

Approved by MDX General Counsel
as to form and legal sufficiency