

# Memorandum



**Date:** February 7, 2012

**To:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Joint Participation Agreement Between Miami-Dade County and the Town of Miami Lakes to Provide the County with Funding in an Amount up to \$1,637,189.84 for the Design and Construction of a Roadway Improvement Project along NW 154 Street from 200' West of NW 87 Avenue to NW 83 Avenue

Agenda Item No. 8(M)(8)

Resolution No. R-145-12

## RECOMMENDATION

It is recommended that the Board of County Commissioners (BCC) approve the attached resolution authorizing execution of a Joint Participation Agreement (JPA) between Miami-Dade County (County) and the Town of Miami Lakes (Town) to provide the County with funding in an amount up to \$1,637,189.84 for the design and construction of a roadway improvement project (Project) along NW 154 Street from 200' West of NW 87 Avenue to NW 83 Avenue.

## SCOPE

The Project is within the Town of Miami Lakes, in Commission District 13.

## FISCAL IMPACT/FUNDING SOURCE

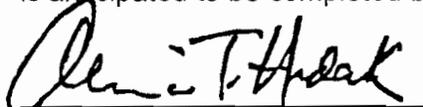
The Project is currently estimated at \$1,637,189.84. This cost includes \$93,320.71 for design, \$1,403,517.39 for construction, and \$140,351.74 for project management and construction inspection. The Town will provide advance deposits for each phase of the Project, as well as additional funds if actual costs exceed the estimated amounts. Any funds advanced by the Town that are not spent on the Project will be refunded to the Town. Upon the completion of construction, the Town shall be solely responsible for maintenance of the Project.

## TRACK RECORD/MONITOR

The Project will be assigned to Leandro Oña, P.E., Chief, Highway Division, Miami-Dade County Public Works and Waste Management Department (PWWM), for in-house design and management. Bassam Moubayed, CFM, Chief, Construction Division, PWWM, will oversee construction inspections conducted by PWWM staff.

## BACKGROUND

The implementation of this Project will be coordinated with a County roadway widening project along NW 87 Avenue from NW 154 Street to NW 186 Street in order to cause the least disruption to residents and traffic in the area. In an effort to expedite roadway improvements along the NW 154 Street right-of-way recently acquired, the Town requested that PWWM submit a proposal utilizing County staff to provide professional design services for the Project. The Project will include road widening, milling and resurfacing, sidewalks, curb and gutter, a continuous drainage system, signing, pavement markings, and roadway lighting. The Town Council approved this JPA, on September 13, 2011 under Resolution No. 11-926 (attached). The design of the Project is anticipated to be completed by July 2012, and construction should begin by February 2013.

  
County Manager/Deputy Mayor



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** February 7, 2012

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

**SUBJECT:** Agenda Item No. 8(M)(8)

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(M)(8)  
2-7-12

RESOLUTION NO. R-145-12

RESOLUTION APPROVING EXECUTION OF A JOINT PARTICIPATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF MIAMI LAKES TO PROVIDE THE COUNTY WITH FUNDING IN AN AMOUNT UP TO \$1,637,189.84 FOR THE DESIGN AND CONSTRUCTION OF A ROADWAY IMPROVEMENT PROJECT ALONG NW 154 STREET FROM 200' WEST OF NW 87 AVENUE TO NW 83 AVENUE; 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 Town of Miami Lakes and Miami-Dade County wish to facilitate the design and construction of a roadway improvement project along NW 154 Street from 200' West of NW 87 Avenue to NW 83 Avenue,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board approves this Joint Participation Agreement between Miami-Dade County and the Town of Miami Lakes to provide the County with funding in an amount up to \$1,637,189.84 for eligible expenses incurred in this project, 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 **Jose "Pepe" Diaz**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

	Joe A. Martinez, Chairman	<b>absent</b>
	Audrey M. Edmonson, Vice Chairwoman	<b>aye</b>
Bruno A. Barreiro	<b>aye</b>	Lynda Bell <b>aye</b>
Esteban L. Bovo, Jr.	<b>aye</b>	Jose "Pepe" Diaz <b>aye</b>
Sally A. Heyman	<b>aye</b>	Barbara J. Jordan <b>aye</b>
Jean Monestime	<b>aye</b>	Dennis C. Moss <b>aye</b>
Rebeca Sosa	<b>aye</b>	Sen. Javier D. Souto <b>absent</b>
Xavier L. Suarez	<b>aye</b>	

The Chairperson thereupon declared the resolution duly passed and adopted this 7<sup>th</sup> day of February, 2012. 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: **Christopher Agrippa**  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

Hugo Benitez

**JOINT PARTICIPATION AGREEMENT  
BETWEEN THE TOWN OF MIAMI LAKES AND MIAMI-DADE COUNTY  
NW 154 STREET FROM 200' WEST OF NW 87 AVENUE TO NW 83 AVENUE**

This AGREEMENT, made and entered into this \_\_ day of \_\_\_\_\_, 2012, by and between the TOWN OF MIAMI LAKES, FLORIDA, a municipal corporation of the STATE OF FLORIDA, hereinafter referred to as the "Town", 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 a roadway improvement project in MIAMI-DADE COUNTY, hereinafter referred to as the "Project" described as follows:

Roadway improvements along NW 154 Street from 200' west of NW 87 Avenue to NW 83 Avenue which include the reconstruction and widening of the existing two-lane road to four lanes, from 200' west of NW 87 Avenue to match the existing four-lane at approximately NW 84 Avenue and milling and resurfacing the existing four-lane road from NW 84 Avenue to NW 83 Avenue. The improvements also include sidewalks, curb and gutter, a continuous drainage system, signing and pavement markings, and roadway lighting; and

WHEREAS, the Town wishes to utilize the resources of the County to design, contract, construct, 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:

**1. RESPONSIBILITIES OF TOWN:**

**1.1. Financial Provisions – Design Services:** The Town agrees that it will, no later than thirty (30) calendar days after the County's execution of this Agreement, furnish the County an advance deposit in the amount of NINETY THREE THOUSAND THREE HUNDRED TWENTY DOLLARS AND SEVENTY ONE CENTS (\$93,320.71) for payment of the estimated design cost (including preparation of construction documents, geotechnical testing, and topographical survey). The County may utilize this deposit for payment of the costs of the design.

If the design cost is in excess of the advance deposit amount, the Town will provide an additional deposit within fourteen (14) calendar days of notification from the County so that the total deposit is equal to the total design cost. The County will notify the Town as soon as it becomes apparent the design cost is in excess of the advance deposit amount and an additional deposit is required. However, failure of the County to so notify the Town shall not relieve the Town from its obligation to pay for its full participation on final accounting as provided herein below. If the Town cannot provide the additional deposit within fourteen (14) calendar days, a letter must be submitted to and approved by the County's Public Works and Waste Management Director or their designee indicating when the deposit will be made. The Town understands the request and approval of the additional time could delay the Project, and

additional costs may be incurred due to a delay of the Project.

Should modifications or changes occur that increase the Project's design costs, the Town will be notified by the County accordingly. In advance of additional work being performed, the Town agrees to provide, within ten (10) calendar days, adequate funds to ensure that cash on deposit with the County is sufficient to fully fund the design. The County shall notify the Town as soon as it becomes apparent the actual costs will overrun the amount. However, failure of the County to so notify the Town shall not relieve the Town from its obligation to pay for its full participation during the design and on final accounting as provided herein below.

The County intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within one hundred eighty (180) calendar days of final payment of design costs. All design cost records and accounts shall be subject to audit by a representative of the Town for a period of three (3) years after final close out of the design. The Town will be notified of the final cost. Both parties agree that in the event final accounting of the total design costs pursuant to the terms of this agreement is less than the total deposit to date, a refund of the excess will be made by the County to the Town. If the final accounting is not performed within one hundred eighty (180) calendar days, the County is not relieved from its obligation to pay.

In the event the final accounting of the total design costs is greater than the total deposits to date, the Town will pay the additional amount within forty-five (45) calendar days from the date of the invoice from the County.

**1.2. Financial Provisions – Construction:** Subject to the provisions of Article 2.5 of this Agreement, the Town agrees that it will, no later than fourteen (14) calendar days after the County's approval of the contract award recommendation, furnish the County an advance deposit in the amount of ONE MILLION FOUR HUNDRED THREE THOUSAND FIVE HUNDRED SEVENTEEN DOLLARS AND THIRTY NINE CENTS (\$1,403,517.39) for payment of the estimated construction cost. The County may utilize this deposit for payment of the costs of Project construction.

If the construction cost is in excess of the advance deposit amount, the Town will provide an additional deposit within fourteen (14) calendar days of notification from the County so that the total deposit is equal to the total construction cost. The County will notify the Town as soon as it becomes apparent the construction cost is in excess of the advance deposit amount and an additional deposit is required. However, failure of the County to so notify the Town shall not relieve the Town from its obligation to pay for its full participation on final accounting as provided herein below. If the Town cannot provide the additional deposit within fourteen (14) calendar days, a letter must be submitted to and approved by the County's Public Works and Waste Management Director or their designee indicating when the deposit will be made. The Town understands the request and approval of the additional time could delay the Project, and additional costs may be incurred due to a delay of the Project.

Should claims or change orders arise that increase the Project's construction costs, the Town will be notified by the County accordingly. In

advance of additional work being performed, the Town agrees to provide, within ten (10) calendar days, adequate funds to ensure that cash on deposit with the County is sufficient to fully fund the construction. The County shall notify the Town as soon as it becomes apparent the actual costs will overrun the amount. However, failure of the County to so notify the Town shall not relieve the Town from its obligation to pay for its full participation during the construction and on final accounting as provided herein below.

The County intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within one hundred eighty (180) calendar days of final payment of construction costs. All construction cost records and accounts shall be subject to audit by a representative of the Town for a period of three (3) years after final close out of the construction. The Town will be notified of the final cost. Both parties agree that in the event final accounting of the total construction costs pursuant to the terms of this agreement is less than the total deposit to date, a refund of the excess will be made by the County to the Town. If the final accounting is not performed within one hundred eighty (180) calendar days, the County is not relieved from its obligation to pay.

In the event the final accounting of the total construction costs is greater than the total deposits to date, the Town will pay the additional amount within forty-five (45) calendar days from the date of the invoice from the County.

**1.3. Financial Provisions – Project Management and Construction Engineering**

**Inspection:** Subject to the provisions of Article 2.5 of this Agreement, the Town

agrees that it will, no later than fourteen (14) calendar days after the County's approval of the contract award recommendation, furnish the County an advance deposit in the amount of ONE HUNDRED FORTY THOUSAND THREE HUNDRED FIFTY ONE AND SEVENTY FOUR CENTS (\$140,351.74) for payment of the estimated cost for Project Management and Construction Engineering Inspection (PM/CEI). The County may utilize this deposit for payment of the costs of the Project's PM/CEI.

Should modifications or changes occur that increase the Project's PM/CEI costs, the Town will be notified by the County accordingly. In advance of additional work being performed, the Town agrees to provide within ten (10) calendar days, adequate funds to ensure that cash on deposit with the County is sufficient to fully fund the PM/CEI. The County shall notify the Town as soon as it becomes apparent the actual costs will overrun the amount. However, failure of the County to so notify the Town shall not relieve the Town from its obligation to pay for its full participation of PM/CEI and on final accounting as provided herein below.

The County intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within one hundred eighty (180) calendar days of final payment of PM/CEI costs. All PM/CEI cost records and accounts shall be subject to audit by a representative of the Town for a period of three (3) years after final close out of the construction. The Town will be notified of the final cost. Both parties agree that in the event final accounting of the total PM/CEI costs pursuant to the terms of this agreement is

less than the total deposit to date, a refund of the excess will be made by the County to the Town. If the final accounting is not performed within one hundred eighty (180) calendar days, the County is not relieved from its obligation to pay.

In the event the final accounting of the total PM/CEI costs is greater than the total deposits to date, the Town will pay the additional amount within forty-five (45) calendar days from the date of the invoice from the County.

**1.4. Right-of-Way:** The Town shall acquire at its sole expense, any right-of-way that is required to complete the construction of the Project.

**1.5. Maintenance:** The Town shall be solely responsible for maintenance upon construction completion of the Project.

**1.6. Permits and Approvals:** The County shall identify and prepare the documents in order to obtain all necessary permits. The Town, as owner of the right-of-way, shall sign permit documents as applicant and pay all associated permit fees to the permitting agencies. The County shall coordinate all utility adjustments for the Project in accordance with applicable state, federal and local laws and ordinances. Any costs associated with utility adjustments and/or relocation shall be the responsibility of the Town. The Town shall not pay for any permits required by the Miami-Dade County Public Works and Waste Management Department.

## **2. RESPONSIBILITIES OF COUNTY:**

**2.1. Design:** The County will provide, at the Town's expense, construction plans, technical specifications, pay items, and cost estimates for the Project, prepared by an engineer licensed in the State of Florida, in accordance with standard

Florida Department of Transportation, County, and/or Town, as applicable, design criteria. The County will provide design services for the Project as detailed in the attached Exhibit "A", 'Scope of Services & Fees' using funds provided by the Town.

**2.2. Public Information and Involvement:** The County will implement a Public Involvement Plan (PIP) during the design and construction of the Project to provide information to property owners, tenants, and area residents, including but not limited to: public meetings, Project documentation and flyers, business signs, directional parking signs, and schedules for major work to be performed in the area. Appropriate investigation of the Project stakeholders will be used to develop the goals and objectives to implement the PIP.

**2.3. Publicity:** By the acceptance of these funds, the County agrees that the activities funded by this Agreement shall recognize and adequately reference the Town as a funding source.

**2.4. 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 Town, at the request and cost of the Town. The County agrees to permit the Town 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 Town for inspection within five (5) business days upon written receipt of a written request from the Town.

**2.5. Construction:** The County shall procure the services of a licensed contractor holding and 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. Notwithstanding any provision to the contrary, the County shall comply with all applicable County contract compliance and oversight measures.

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 Town and the County as joint obligees or joint contracting public entities. The construction contract shall contain a contingency amount to address unforeseen conditions and other required changes which shall not exceed ten percent (10%) of the base amount of the contract.

The Town agrees that the selection, retention and discharge of such contractor shall be the responsibility of the County.

The County will consult and mutually agree with the Town on the methodology for requesting and evaluating bids for the Project to determine the lowest responsive and responsible bidder. Subsequent to the County obtaining bids for the construction the County shall notify the Town of the cost of construction based on the lowest responsive and responsible bidder. The Town shall have fourteen (14) days from the date of notification to notify the County if the Town will proceed with construction of the Town's portion of the Project,

unless authorization of the Town's Town Council is required. If such approval is required the Town shall have thirty (30) days from the date of notification to notify the County.

**2.6. Claims and Change Orders:** The County shall notify the Town's Public Works Director in writing when claims or change orders arise. The County shall also invite the Town to participate in negotiations of these claims and change orders. The Town shall review and make a determination or approval of all change orders or supplemental agreements, permits, modifications of plans, or other requests for approvals submitted by the County within ten (10) calendar days.

**2.7. 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. The Town's inspector shall have an oversight role in the routine daily inspections for the Project. In the case of a disagreement over the interpretation of the plans, the County's Public Works and Waste Management Director, or their designee, shall have final authority. The Town's designated representative and the County's designated representative shall jointly perform the inspection of the Project which immediately precedes substantial completion.

**3. 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.

4. **INDEMNIFICATION**: To the extent authorized by Florida law, the Town 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 Town, 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 Town 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. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the Town 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 Town, assign to the Town any and all of its rights under the affected contract for purposes of the Town's prosecution of claims, actions or causes of action resulting from such breach or non-performance unless the County pursues such claims, actions or causes of action through arbitration, administrative proceeding or lawsuit. The County agrees to cooperate fully with the Town in the prosecution of any such claim or action. Any damage recovered by the Town which is attributable to an expenditure

by the County shall be returned to the County by the Town, within sixty (60) business days of receipt.

5. **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.
6. **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.
7. **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.

8. **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 Town or County elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) business days after the finding by the court becomes final.
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: Kathleen Woods-Richardson  
Director, Public Works and Waste Management Department  
Miami-Dade County  
111 NW First Street, Suite 1640  
Miami, Florida 33128  
(305) 375-2960

**To the Town:**

Attention: Hiram Siaba  
Public Works Director  
Town of Miami Lakes  
15150 NW 79 Court  
Miami Lakes, Florida 33016  
(305) 364-6100

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: \_\_\_\_\_ BY: \_\_\_\_\_  
Deputy Clerk County Mayor or County Mayor's Designee

Approved by County Attorney  
as to form and legal sufficiency \_\_\_\_\_  
County Attorney

ATTEST: TOWN OF MIAMI LAKES, a municipal  
corporation of the State of Florida

BY: M. Tejeda BY: [Signature]  
Marjorie Tejeda Michael Pizzi Alex Rey  
Town Clerk Mayor Town Manager

(Affix Town Seal)

Approved by Town Attorney  
as to legal form and correctness

Joseph S. Keller  
Mitch Biorman, Esq.  
Town Attorney

RESOLUTION NO. 11-926

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA TO APPROVE EXECUTION OF A JOINT PARTICIPATION AGREEMENT (JPA) WITH MIAMI-DADE COUNTY FOR THE PROVISION OF DESIGN, CONSTRUCTION AND CONSTRUCTION ADMINISTRATION OF 154<sup>TH</sup> STREET FROM ABOUT 83<sup>RD</sup> AVENUE THROUGH 200' WEST OF THE 87<sup>TH</sup> AVENUE INTERSECTION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Resolution No. 11-872 the Town approved a Development Agreement and obtained the right-of-way for 154<sup>th</sup> Street for the Town and 87<sup>th</sup> Avenue for the County; and

WHEREAS, in August 2011, the Town received the deeds for the 154<sup>th</sup> Street ROW; and

WHEREAS, the County has completed the design of 87<sup>th</sup> Avenue, and the Town has concluded that it would be beneficial to join together with the County to expedite the design of 154<sup>th</sup> Street, and financially beneficial if the same contractor was utilized for both projects; and

WHEREAS, at the request of the Town, the County is willing to cooperate, and the County's proposal for the design phase of 154<sup>th</sup> Street is approximately 40% less than the private sector; and

WHEREAS, the joint agreement will allow the Town to complete design through the County in-house forces and to advertise the project at the same time the County is ready to issue 87<sup>th</sup> Avenue for construction; and

WHEREAS, the Town will have the option to authorize the construction phase based on prices, funding availability and timing of the construction of 87<sup>th</sup> Avenue; and

WHEREAS, the Town Council desires to approve execution of a Joint Participation Agreement (JPA) with Miami-Dade County for the provision of design, construction and construction administration of 154<sup>th</sup> Street from 83<sup>rd</sup> Avenue through 200' west of the 87<sup>th</sup> Avenue intersection. The Joint Participation Agreement will incorporate two phases, a design phase for \$93,320.71, and a construction phase estimated to be \$1,543,869.13.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI-LAKES, FLORIDA, AS FOLLOWS:

**Section 1. Recitals.** The foregoing Recitals are true and correct and incorporated herein by this reference.

**Section 2. Approval of the Contract.** The Town Council hereby approves entering into a Joint Participation Agreement between the Town and Miami-Dade County, as specified herein.

**Section 3. Authorization of Town Manager.** The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Contract.

**Section 4. Authorization of Fund Expenditure.** The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Contract.

**Section 5. Execution of the Contract.** The Town Council approves execution of a Joint Participation Agreement (JPA) with Miami-Dade County for the provision of design, construction and construction administration of 154<sup>th</sup> Street from 83<sup>rd</sup> Avenue through 200' west of the 87<sup>th</sup> Avenue intersection, incorporating two phases, a design phase for \$93,320.71, and a construction phase estimated to be \$1,543,869.13.

**Section 6. Effective Date.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 13 day of September, 2011.

Motion to adopt by Councilmember Collins, second by Councilmember Mestre.

FINAL VOTE AT ADOPTION

Mayor Michael Pizzi	<u>Yes</u>
Vice Mayor Nick Perdomo	<u>Absent</u>
Councilmember Mary Collins	<u>Yes</u>
Councilmember Tim Daubert	<u>Yes</u>
Councilmember Nelson Hernandez	<u>Yes</u>
Councilmember Ceasar Mestre	<u>Yes</u>
Councilmember Richard Pulido	<u>Absent</u>

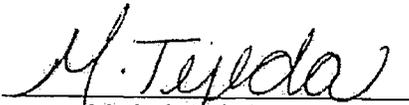
Resolution No. 11-\_\_\_\_\_



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Michael Pizzi  
MAYOR

Attest:



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Marjorie Tejeda  
TOWN CLERK

Approve as to Form and Legal Sufficiency



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Joseph S. Geller  
INTERIM TOWN ATTORNEY