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

# Memorandum

MIAMI-DADE COUNTY

Date: September 3, 2014

Agenda Item No. 8(L)(6)

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Joint Participation Agreement Between Miami-Dade County and the City of Miami to Provide the City of Miami with Funding in an Amount up to $1,529,000.00 for the Construction of a Sidewalk Improvement Project Along 1) Grand Avenue from McDonald Street to Mary Street, 2) Main Highway from McFarlane Road to Franklin Avenue, and 3) McFarlane Road from South Bayshore Drive to Grand Avenue; and Authorizing the Use of Charter County Transportation Surtax Funds

Resolution No. R-764-14

**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 City of Miami (City) to reimburse the City for the construction of a sidewalk improvement project along 1) Grand Avenue from McDonald Street to Mary Street, 2) Main Highway from McFarlane Road to Franklin Avenue, and 3) McFarlane Road from South Bayshore Drive to Grand Avenue (Project).

This JPA is placed for Committee review pursuant to Miami-Dade County Code Section 29-124(f). This JPA may only be considered by the BCC if the Citizens' Independent Transportation Trust (CITT) has forwarded a recommendation to the BCC prior to the date scheduled for BCC consideration or forty-five (45) days have elapsed since the filing with the Clerk of the Board of this JPA. If the CITT has not forwarded a recommendation and forty-five (45) days have not elapsed since the filing of this JPA, I will request a withdrawal of this item.

**Scope**

The Project lies within the City in Xavier L. Suarez's Commission District 7.

**Fiscal Impact/Funding Source**

The total cost of the Project is $3,573,540.14. The County will provide up to $529,000.00 from Secondary Gas Tax funds, and up to $1,000,000.00 from proceeds collected through the Charter County Transportation Surtax (Surtax). Corresponding funding index codes are CPE07SEC.BCC99C., and CPEPTP707SDW. The Capital project number is 604600. The balance of Project costs, $2,044,540.14, will be provided by the City.

**Track Record/Monitor**

The County will utilize the resources of the City to contract and construct the Project on a reimbursable basis. The construction of the Project will be assigned to Mr. Bassam Moubayed, CFM, Chief, Construction Division, Public Works and Waste Management Department (PWWM), who will oversee construction inspections conducted by PWWM staff before the release of construction funds is recommended.

Whenever County funds are utilized for work under this JPA, the City agrees to comply with applicable County regulations including, but not limited to, the Community Small Business Enterprise (CSBE) Program, Community Business Enterprise (CBE) Program, the Community Workforce Program (CWP), and the Responsible Wages and Benefits Ordinance (Ordinance No. 90-143). The County's Small Business Development Division has reviewed the work covered under this JPA and has recommended a No-Measure CSBE Subcontractor Goal in the construction of the project.

**Background**

Working with City staff, the County agreed to prepare a JPA which would propose to provide up to $529,000.00 from Secondary Gas Tax funds towards the Project. Subsequently, the Commission District 7 office approved up to $1,000,000.00 from its PTP Neighborhood Improvement allocation towards the Project. The total funding shall be disbursed for eligible costs as defined in the JPA.

The City has requested the installation of enhanced brick sidewalk to address the existing condition of sidewalks in the Coconut Grove area. Construction plans are being prepared by the City and they have agreed to bid and construct the Project on a reimbursable basis. The Project will include the removal of existing pavers, installation of new pavers, and landscaping. The City shall be solely responsible for the perpetual maintenance upon construction completion of the Project.

On March 27, 2014, the Miami City Commission adopted Resolution No. R-14-0131 approving this JPA. The City will implement a Public Involvement Plan (PIP) to provide information to all affected property owners, tenants, and area residents for major work to be performed in the area. The Project is tentatively scheduled to begin construction in August 2014, and is anticipated to be completed by January 2015.

Alina T. Hudak
Deputy Mayor

# MEMORANDUM
**(Revised)**

**TO:** Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

**DATE:** September 3, 2014

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

**SUBJECT:** Agenda Item No. 8(L)(6)

**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 Mayor'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(L)(6)
9-3-14

RESOLUTION NO. R-764-14

RESOLUTION APPROVING EXECUTION OF A JOINT PARTICIPATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI TO PROVIDE THE CITY OF MIAMI WITH FUNDING IN AN AMOUNT UP TO $1,529,000.00 FOR THE CONSTRUCTION OF A SIDEWALK IMPROVEMENT PROJECT ALONG 1) GRAND AVENUE FROM MCDONALD STREET TO MARY STREET, 2) MAIN HIGHWAY FROM MCFARLANE ROAD TO FRANKLIN AVENUE, AND 3) MCFARLANE ROAD FROM SOUTH BAYSHORE DRIVE TO GRAND AVENUE; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE PROVISIONS CONTAINED THEREIN; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS

**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 (City) and Miami-Dade County wish to facilitate a sidewalk improvement project along 1) Grand Avenue from McDonald Street to Mary Street, 2) Main Highway from McFarlane Road to Franklin Avenue, and 3) McFarlane Road from South Bayshore Drive to Grand Avenue,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA,** that this Board approves a Joint Participation Agreement between Miami-Dade County and the City of Miami to provide the City with funding in an amount up to $1,529,000.00 for the construction of a sidewalk improvement project along 1) Grand Avenue from McDonald Street to Mary Street, 2) Main Highway from McFarlane Road to Franklin Avenue, and 3) McFarlane Road from South Bayshore Drive to Grand Avenue, 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; and authorizing the use of Charter County Transportation Surtax Funds.

The foregoing resolution was offered by Commissioner **Audrey Edmonson**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

| | | | |
|---|---|---|---|
| Rebeca Sosa, Chairwoman | **aye** | | |
| Lynda Bell, Vice Chair | **aye** | | |
| Bruno A. Barreiro | **aye** | Esteban L. Bovo, Jr. | **absent** |
| Jose "Pepe" Diaz | **aye** | Audrey M. Edmonson | **aye** |
| Sally A. Heyman | **absent** | Barbara J. Jordan | **aye** |
| Jean Monestime | **aye** | Dennis C. Moss | **aye** |
| Sen. Javier D. Souto | **aye** | Xavier L. Suarez | **absent** |
| Juan C. Zapata | **aye** | | |

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of September, 2014. 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.

Bruce Libhaber

**JOINT PARTICIPATION AGREEMENT**
**BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI**
**COCONUT GROVE SIDEWALK IMPROVEMENTS, B-30687**

This AGREEMENT, made and entered into this _____ day of _____, 2014, 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 herein wish to facilitate the construction of a sidewalk improvement project in MIAMI-DADE COUNTY, hereinafter referred to as the "Project" described as follows:

Installation of enhanced brick sidewalk along 1) Grand Avenue from McDonald Street to Mary Street, 2) Main Highway from McFarlane Road to Franklin Avenue, and 3) McFarlane Road from South Bayshore Drive to Grand Avenue; and

WHEREAS, the County wishes to utilize the resources of the City to contract and construct 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:

RESPONSIBILITIES OF CITY:

1.1. **Permits and Approvals**: The City shall obtain all necessary permits, and utility adjustments; and coordinate the review of construction documents by utilities and permitting agencies. The City shall make all necessary adjustments as required for approval and/or permitting by those agencies. The City shall obtain all necessary permits, and utility adjustments for the Project in accordance with applicable state, federal and local laws and ordinances. The City shall not pay for any permits required by the Miami-Dade County Public Works and Waste Management Department.

1.2. **Public Information and Involvement**: The City will implement a Public Involvement Plan (PIP) prior to and during the 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 shall be used to develop the goals and objectives to implement the PIP. The City shall submit a copy of the PIP to the County Public Works and Waste Management Director for review and concurrence prior to the Notice to Proceed for construction.

Projects that exceed $1,000,000 in construction costs shall comply with the process and guidelines for the preparation and implementation of PIPs as established by Implementing Order 10-13.

1.3. **Publicity**: By the acceptance of these funds, the City agrees that the Project elements funded by this Agreement shall recognize and adequately reference the County as a funding source. The City shall ensure that all publicity, public relations, advertisements and signs recognizes and references the County for the support of all contracted activities. This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationery. The use of the official County logo is permissible for the publicity purposes stated herein. The City shall submit sample or mock up of such publicity or materials to the County for review and approval. The City shall ensure that all media representatives, when inquiring about the activities funded by this Agreement, are informed that the County is its funding source.

1.4. **Accounting**: The City shall at all times maintain separate accounting for the costs of the Project so those costs may be independently verified and audited by the County, at the request and cost of the County. The City 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) business days upon written receipt of a written request from the County.

1.5. **Construction**: The City shall procure the services of a licensed contractor holding an engineering contractor's license to construct the Project. The City may award the contract through any available lawful means, in accordance with Section 255.20, Florida Statutes, which in the City'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 City contract(s), or the extension of unit-prices provided in connection with prior competitive bid awards. Notwithstanding any provision to the contrary, the City shall comply with all applicable County contract compliance and oversight measures relating to the expenditure of County funds, in accordance with Section 6 of this Agreement. Prior to the advertisement to solicit a licensed contractor to construct the Project, the City will contact the County's Public Works and Waste Management Contracts and Specifications Section to ensure this compliance.

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 sidewalk costs, unless otherwise approved by designated representatives of the County and City. The construction contract shall also contain an additional contingency of $87,500.00 to be used only for tree removal and/or replacement costs. The commitment for the expenditures of any contingency funds shall not be made by the City without the prior written approval of the County Public Works and Waste Management Director. The County shall

respond, in writing, within thirty (30) business days of receiving written requests from the City to approve the commitment of contingency funds.

Subsequent to the evaluation of bids or proposals by the City and the City's determination of the most advantageous bid or proposal, the City shall provide said evaluation to the County Public Works and Waste Management Director for review and approval. Final commitment of County funds for the Project shall occur upon approval of the contract award recommendation by the County Public Works and Waste Management Director. The County agrees that the selection, retention and discharge of such contractor shall be the responsibility of the City.

1.6. **Claims and Change Orders**: The City shall notify the County Public Works and Waste Management Director in writing when claims or change orders arise. The City shall also invite the County to participate in negotiations of these claims and change orders. The County 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 City.

1.7. **Construction Administration and Inspection**: The City shall exercise all responsibilities of the owner under the construction contract, including construction administration and inspections. The City may delegate this function to an authorized agent or Construction Engineering Inspection consultant. The County's inspector shall have an oversight role in the routine daily inspections. In the case of a disagreement over the interpretation of the

plans, the County Public Works and Waste Management Director or their designee shall have final authority subsequent to an independent final inspection by the County. The City's designated representative and the County's designated representative shall jointly perform the inspection of the Project which immediately precedes substantial completion. The City shall certify upon completion that the Project has been constructed pursuant to the design plans, specifications and approved change orders. Final payment to the City and obligation of maintenance responsibility to the parties shall be subject to the final acceptance of the Project by the County Public Works and Waste Management Director or their designee.

1.8. **Maintenance**: The City shall be solely responsible for maintenance upon construction completion of the Project. As such, the City and not the County shall be responsible for all claims, demands, liabilities and suits arising from allegations or suits in tort as to the condition of the sidewalk area.

2. **RESPONSIBILITIES OF COUNTY**:

2.1. **Funding Amount, Reimbursement of Project Costs**: The County agrees to provide funds up to $1,529,000.00 for eligible costs, as defined herein, incurred by the City for the construction of the Project to be used as follows:

| | |
|---|---|
| $ 1,000,000.00 | Sidewalk costs (including 10% contingency) |
| $ 441,500.00 | Concrete sidewalk replacement costs (including 10% contingency) |
| $ 87,500.00 | Contingency for tree removal and/or replacement costs |

The County shall disburse to the City funds for the Project in the manner set forth in Section 4. The County shall incur no liability for any costs in excess of said funding amount unless there has been a duly authorized increase

approved by the Board of County Commissioners. The City shall not be obligated to commence work should the bid amount exceed the funding provided by the County. If the bid amount exceeds the funding amount, the City reserves its rights to reject all bids and re-bid the Project.

2.2. **County Payments of Project Costs**: The County funds provided for eligible costs as defined herein, incurred for the construction of the Project are specified below:

| Funding Amount | Funding Source | County Fiscal Year of Commitment |
|---|---|---|
| $ 1,000,000.00 | Charter County Transportation Surtax Funds | 2013-2014 |
| $ 529,000.00 | Secondary Gas Tax | 2013-2014 |

2.3. **Project Cost Adjustments**: The amount contributed by the County is based on the current estimated costs of the Project. The parties recognize that adjustments to the above-referenced cost, may be required in the future, and that at the option of the parties, amendments may be entered into to revise the funds available for the Project. Provided that there is no increase in the amount of County funds required as stated in Section 2.1, amendments may be executed by the City Manager and the County Mayor or County Mayor's designee without the need for approval by the City Commission and County Commission. Otherwise, further funding commitments shall be subject to the approvals of the parties' respective governing boards.

3. **ELIGIBLE COSTS**: The parties agree that only the below identified costs that may be incurred by the City 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. Secondary Gas Tax Funds shall fund standard concrete sidewalk replacement costs up to an amount of $441,500.00 (includes 10% contingency) and a tree removal and/or replacement contingency costs up to an amount of $87,500.00, for a total Secondary Gas Tax Funds amount of $529,000.00. Secondary Gas Tax Funds shall not be used for brick pavers or the enhancement of standard items normally provided for by the County in County sidewalk improvement projects. The City may request County reimbursement of Secondary Gas Tax Funds only to a maximum amount corresponding to that which would be expended in providing the normal standard version of that item for a project of the same scope. Charter County Transportation Surtax Funds may be used for standard items, enhancement of standard items, and tree removal and/or replacement contingency in compliance with the allowable use of these funds. The parties further agree that eligible costs will not include fees for construction management, construction inspections, and project management.

Secondary Gas Tax Funds may be used only for the reimbursement of eligible costs along the following limits: 1) Grand Avenue from Matilda Street to Main Highway, 2) Main Highway from McFarlane Road to Franklin Avenue, and 3) McFarlane Road from South Bayshore Drive to Grand Avenue.

4. **SCHEDULE AND MANNER OF REIMBURSEMENTS**: Upon execution of the Agreement, the City shall furnish the County with a copy of the estimated budget for the Project, and will similarly furnish the County with any and all revisions thereto. At the time of contract award for this Project, the City shall submit the Estimated

Quarterly Construction Payout Schedule for the Project to the County Public Works and Waste Management Director. Quarterly disbursement of County funds to the City shall be based upon City invoices with certified copies of paid contractor invoices attached and shall not include any other charges. The quarterly submittal for invoices shall also include a certified copy of payment to Sub-Contracted firms.

5. **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.

6. **BUSINESS PROGRAM COMPLIANCE AND OVERSIGHT**: Whenever County funds are used, the City agrees to comply with applicable County regulations, including but not limited to, the Community Small Business Enterprise (CSBE) Program, Community Business Enterprise (CBE) Program, the Community Workforce Program (CWP), and the Responsible Wages and Benefits Ordinance (Ordinance No. 90-143). Specifically, the City agrees to abide by the applicable contract measure recommendation(s) established by the Internal Services Department (ISD), Small Business Development Division Project Worksheet for the participation of specified business entities and/or trades and for CWP requirements, as administered by the County's ISD. ISD shall have the right to oversee and perform compliance monitoring, including but not limited to, the right to audit and to require reports and documentation related to the Code.

7. CITIZENS' INDEPENDENT TRANSPORTATION TRUST APPROVAL: Unless waived by action of the County, this Agreement shall only become effective upon approval by the Citizens' Independent Transportation Trust (CITT) and the Board of County Commissioners. In the event the Agreement is not approved, the Agreement shall be null and void and be of no force or effect.

8. PEOPLE'S TRANSPORTATION PLAN PROJECT SIGNAGE: The County shall furnish and install a Project sign in each direction of traffic indicating that this Project is being funded by the People's Transportation Plan, in coordination with the City, in proximity to the start/end of the Project limits. Should Maintenance of Traffic (MOT) signage be required as part of the work, the Project sign shall be placed an appropriate distance before the MOT signage range. The Project signs shall remain in place for the duration of the work or as directed by the Project engineer

9. INDEMNIFICATION: 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 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 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.

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 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 City for its sole negligence or breach of contract.

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

10. **DISPUTE RESOLUTION, APPLICABLE LAW**: The parties shall resolve any disputes, controversies or claims between them arising out of this Agreement in accordance with the "Florida Governmental Conflict Resolution Act", Chapter 164, Florida Statutes, as amended. This Agreement shall be governed by the laws of the State of Florida. Venue in any proceedings shall be in Miami-Dade, Florida. Each party will bear its own attorney's fees.

11. **ENTIRE AGREEMENT, AMENDMENTS**: This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject

matter of this agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms contained herein shall be effective unless set forth in writing in accordance with this section. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the parties.

12. JOINT PREPARATION: The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties from the other.

13. 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) business days after the finding by the court becomes final.

14. 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: Public Works and Waste Management Department
c/o Director
Miami-Dade County
111 NW First Street, Suite 1640
Miami, Florida 33128
(305) 375-2960

**To the City:**
Attention: Alice Bravo, P.E.
Deputy City Manager/Chief of Infrastructure
City of Miami
444 SW Second Avenue
Miami, Florida 33130
(305) 416-1025

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 County Mayor's Designee

Approved by County Attorney
as to form and legal sufficiency_____
County Attorney

ATTEST:

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

BY:_____
Todd Hannon
City Clerk

BY:_____
Daniel J. Alfonso
City Manager

(Affix City Seal)

Approved by City Attorney
as to legal form and correctness:

_____
Victoria Méndez
City Attorney

Approved as to Insurance Requirements:

_____
Ann-Marie Sharp, Interim Director
Risk Management Department

# City of Miami

## Legislation

### Resolution

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

**File Number:** 14-00134 **Final Action Date:**

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), ACCEPTING FUNDS IN THE AMOUNT OF $1,529,000.00, FROM MIAMI-DADE COUNTY, FOR THE CONSTRUCTION OF THE COCONUT GROVE SIDEWALK IMPROVEMENTS PROJECT, B-30687; AUTHORIZING THE CITY MANAGER TO EXECUTE A JOINT PARTICIPATION AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, FOR SAID PURPOSE.

WHEREAS, the City of Miami ("City") and Miami-Dade County ("County") wish to facilitate the construction of a sidewalk improvement project located within the County; and

WHEREAS, the Coconut Grove Sidewalk Improvements Project, B-30687 ("Project"), scope of work includes the installation of enhanced brick sidewalk along: 1) Grand Avenue from McDonald Street to Mary Street, Miami, Florida, 2) Main Highway from McFarlane Road to Franklin Avenue, Miami, Florida, and 3) McFarlane Road from South Bayshore Drive to Grand Avenue, Miami, Florida; and

WHEREAS, the County wishes to utilize the resources of the City to contract and construct the Project; and

WHEREAS, the attached Joint Participation Agreement ("JPA") provides that the County will contribute $1,529,000.00 for the construction of the Project; and

WHEREAS, funds are to be appropriated by separate Resolution;

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

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

Section 2. Funds in the amount of $1,529,000.00, from the County, for the construction of the Project, are accepted.

Section 3. The City Manager is authorized{1} to execute a JPA, in substantially the attached form, for said purpose.

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

APPROVED AS TO FORM AND CORRECTNESS:

VICTORIA MÉNDEZ
CITY ATTORNEY

Footnotes:

{1} The herein authorization is further subject to compliance with all requirements that may be imposed by the City Attorney, including but not limited to those prescribed by applicable City Charter and Code provisions.

{2} If the Mayor does not sign this Resolution, it shall become effective at the end of ten calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.

**Memorandum**

**To:** Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

**From:** Charles Scurr, Executive Director

**Date:** July 10, 2014

**Re:** **CITT AGENDA ITEM 5D:**
RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST (CITT) RECOMMENDING THAT THE BOARD OF COUNTY COMMISSIONERS (BCC), APPROVE EXECUTION OF A JOINT PARTICIPATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI TO PROVIDE THE CITY OF MIAMI WITH FUNDING IN AN AMOUNT UP TO **$1,529,000.00** FOR THE CONSTRUCTION OF A SIDEWALK IMPROVEMENT PROJECT ALONG 1) GRAND AVENUE FROM MCDONALD STREET TO MARY STREET, 2) MAIN HIGHWAY FROM MCFARLANE ROAD TO FRANKLIN AVENUE, AND 3) MCFARLANE ROAD FROM SOUTH BAYSHORE DRIVE TO GRAND AVENUE; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE PROVISIONS CONTAINED THEREIN; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS **(PWWM-Legislative File No. 141389)**

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On July 10, 2014, the CITT voted (11-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 14-058. The vote was as follows:

Paul J. Schwiep, Esq., Chairperson – Aye
Hon. Anna E. Ward, Ph.D., 1st Vice Chairperson – Aye
Glenn J. Downing, CFP®, 2nd Vice Chairperson – Aye

Joseph Curbelo – Aye
Alfred J. Holzman – Aye
Jonathan Martinez – Aye
Miles E. Moss, P.E. – Aye
Marilyn Smith – Absent

Peter L. Forrest – Aye
Prakash Kumar – Aye
Alicia Menardy, Esq. – Aye
Hon. James A. Reeder – Aye
Hon. Linda Zilber – Absent

cc: Alina Hudak, Deputy Mayor/Interim Director Public Works & Waste Management Department
Bruce Libhaber, Assistant County Attorney