



Agenda Item No. 8(N)(5)

**Date:** June 2, 2021

**To:** Honorable Chairman Jose "Pepe" Diaz

and Members, Board of County Commissioners

From: Daniella Levine Cava

Mayor

**Subject:** Authorization to Execute a Joint Participation Agreement (JPA) Between Miami-

Dade County and the City of Miami Accepting Funding from the City and Establishing the Terms for the Design and Construction, by the County, of a

Separated Micromobility/Bicycle Network Within the City of Miami.

#### Recommendation

It is recommended that the Board of County Commissioners (Board) approves this item in order to secure funding provided by the City of Miami (City) for the subject project and to support the objectives of the County's Complete Streets and Vision Zero Programs.

#### Scope

The subject project has a current and direct impact on Miami-Dade County District 3, represented by Commissioner Keon Hardemon and District 5, represented by Commissioner Eileen Higgins.

#### Fiscal Impact/Funding Source

The estimated cost of the project is \$2,064,661.00. The City of Miami through the subject JPA will contribute \$1,000,000.00 from its Micromobility Fund. The remainder will be provided by the County through its District 2 Road Impact Fee (RIF) Fund. Funding is allocated from the current Fiscal Year.

#### Track Record/Monitor

The City of Miami is a key partner in the implementation of the County's Complete Streets and Vision Zero Programs. The subject project will be monitored by the Strategic Planning Division of DTPW, through its Municipal Manager, Julian Guevara.

#### **Delegated Authority**

In accordance with Section 2-8.3 of the Miami-Dade Code related to identifying delegation of Board authority, there are no authorities beyond that specified in the resolution, which includes authority for the Mayor and Mayor's designee to execute the agreement and receive and expend these and any additional funds should they become available.

#### **Background**

It is the goal of the County to improve the safety of the most vulnerable modes of mobility, walking and cycling. It is also the goal of the County to ensure that bicyclists have an intuitive and connected route through Miami-Dade. The subject project aligns with the recommendations and analyses provided by the County's Complete Streets and Vision Zero Programs as well as with the Transportation Planning Organization's (TPO) Protected Bicycle Lanes Demonstration Plan and the City of Miami Bicycle Master Plan.

Honorable Chairman Jose "Pepe" Diaz and Members, Board of County Commissioners Page No. 2

The subject JPA accepts funding for the design and construction of approximately three miles of separated/protected Micromobility lanes in Downtown Miami.

As part of the project, the Department of Transportation and Public Works (DTPW) will create a green lane for bicyclists and scooter users, relocate parking (where possible) and add concrete barriers to protect bicyclists, upgrade all pedestrian crossings and signage to high-emphasis, and add missing pedestrian ramps.

Roadways to be improved include:

N 5 St and N 6 St (from NE 2 Ave to I-95) – Under City jurisdiction N Miami Ave and NE 1 Ave (from S 1 St to NE 11 Ter) – Under County jurisdiction

As a subsequent phase of this project, DTPW will be testing other separation devices within the buffered areas designed between traffic lanes and the micromobility lanes. Based on the outcomes of the future testing of separation devices, DTPW anticipates the future expansion of the project to other urban areas of the County. The project is currently under County procurement and is expected to begin construction within the first quarter of 2021.

The JPA includes a provision to amend the Agreement from time to time and accept additional funding in order to gradually build a safe network for bicyclists and micromobility users. Additional roadways may be added upon mutual consent of City and County through its City Manager or City Manager's Designee, and County Mayor or County Mayor's Designee, provided that funding source(s) remain unchanged and both City and County Boards have previously approved allocations to their respective capital budgets.

Jimmy Morales

Chief Operations Officer



### **MEMORANDUM**

(Revised)

TO:	Honorable Chairman Jose "Pepe" Diaz and Members, Board of County Commissioners	DATE:	June 2, 2021	
FROM:	Bonzon-Keenan County Attorney	SUBJECT:	Agenda Item No.	8(N)(5)
Ple	ease note any items checked.			
	"3-Day Rule" for committees applicable if ra	ised		
	6 weeks required between first reading and p	ublic hearing	9	
	4 weeks notification to municipal officials required hearing	uired prior (	o public	
	Decreases revenues or increases expenditures	without bala	ancing budget	
	Budget required			
	Statement of fiscal impact required			
	Statement of social equity required			
	Ordinance creating a new board requires det report for public hearing	ailed County	Mayor's	
	No committee review			
	Applicable legislation requires more than a n present, 2/3 membership, 3/5's 7 vote requirement per 2-116.1(3)(h) or (4)(c) requirement per 2-116.1(3)(h) or (4)(c), requirement per 2-116.1(4)(c)(2)) to approximate the second of the second	_, unanimou ), CDM or CDMP 9	s, CDMP P 2/3 vote	

Current information regarding funding source, index code and available

balance, and available capacity (if debt is contemplated) required

Approved	Mayor	Agenda Item No. 8(N)(5)
Veto		6-2-21
Override		
PESO	LUTION NO	

RESOLUTION AUTHORIZING EXECUTION OF A JOINT PARTICIPATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI; ACCEPTING \$1,000,000.00 FROM THE CITY TOWARD THE OVERALL PROJECT COST OF \$2,064,661.00; ESTABLISHING THE TERMS FOR THE DESIGN AND CONSTRUCTION, BY THE COUNTY, OF A MICROMOBILITY/BICYCLE NETWORK WITHIN THE CITY; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL RIGHTS CONTAINED THEREIN

WHEREAS, the County's adopted Complete Streets policy directs planners and engineers to promote the development of streets inclusive of all modes of transportation in accordance to the character and context of a particular area; and

WHEREAS, thanks to the robust transit coverage, new mobility options and the planned mixed development of urban areas within the City of Miami, there is a high demand for infrastructure to support personal mobility; and

WHEREAS, the County wishes to work collaboratively with the City to ensure the establishment and progressive construction of a safe micromobility network to promote safe alternative modes of transportation such as bicycling, and scooter riding; and

WHEREAS, the City has a dedicated funding source for the capital improvement of micromobility infrastructure within its Commission District 2 and wishes to grant this funding to the County for the progressive design and construction by the County of a micromobility network within the City; and

WHEREAS, both parties have concurred on a proposed network of roadways to be improved as described in Exhibit A of the Joint Participation Agreement, and which may be modified from time to time; hereafter refer to as the "Project,"

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA that this Board authorizes the County Mayor or County Mayor's designee to execute a Joint Participation Agreement between Miami-Dade County and the City of Miami in substantially the form attached hereto; accepting funds in the amount of \$1,000,000.00 from the City of Miami towards the overall project cost of \$2,064,661.00 establishing the terms for design and construction of a micromobility/bicycle network within the City of Miami; and authorizing the County Mayor or County Mayor's designee to exercise all rights contained therein.

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

Jose "Pepe" Diaz, Chairman Oliver G. Gilbert, III, Vice-Chairman

Sen. René García Keon Hardemon

Sally A. Heyman Danielle Cohen Higgins

Fileen Higgins Loe A Martinez

Eileen Higgins Joe A. Martinez Kionne L. McGhee Jean Monestime Raquel A. Regalado Rebeca Sosa

Sen. Javier D. Souto

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The Chairperson thereupon declared this resolution duly passed and adopted this 2<sup>nd</sup> day of June, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

Approved by County Attorney as to form and legal sufficiency.

Bruce Libhaber

13.2.

# JOINT PARTICIPATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI FOR THE DEVELOPMENT OF A MICROMOBILITY NETWORK

This AGREEMENT made and entered into this \_\_ day of December, 2020, by and between MIAMI-DADE COUNTY, a political subdivision of the STATE OF FLORIDA, hereafter referred to as the "County" and the CITY OF MIAMI, a municipal corporation of the STATE OF FLORIDA, hereafter refer to as the "City".

#### WITNESSETH

WHEREAS, the County's adopted Complete Streets policy directs planners and engineers to promote the development of streets inclusive of all modes of transportation in accordance to the character and context of a particular area; and

WHEREAS, thanks to the robust transit coverage, new mobility options and the planned mixed development of the Greater Downtown Miami, there is a high demand for infrastructure to support personal mobility; and

WHEREAS, the County wishes to work collaboratively with the City to ensure the establishment and progressive construction of a safe micromobility network to promote safe alternative modes of transportation such as bicycling, and scooter riding; and

WHEREAS, the City has a dedicated funding source for the capital improvement of micromobility infrastructure within its Commission District 2; and

WHEREAS, the City wishes to utilize the resources of the County to develop

and construct the Project, subject to the terms and conditions of this Agreement; and

WHEREAS, both parties have concurred on a proposed network of roadways to be improved as described in Exhibit A, which may be modified from time, hereafter refer to as the "Project",

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the parties agree:

#### 1. RESPONSIBILITIES OF THE CITY:

1.1. Financial Provisions: The City agrees to provide funding, on a reimbursement basis, in accordance with the Payment Schedule (Exhibit B) attached herein, subject to the availability of funds from Collected Micromobility Fees. The City agrees that it will, no later than fourteen (14) calendar days from invoice submittal, disburse to the County, as detailed in the Payment Schedule, funding for payment of the City's share of the Project costs. If the bid amount exceeds the current estimated cost of the Project, the City agrees to be responsible for 48.4% of the additional costs, which corresponds to the City's proportional share of the estimated costs. All construction cost records and accounts shall be subject to audit by a representative of the City for a period of three (3) years after final close out of the construction. The City 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 City, based on the total reconciled cost. If the final accounting is not performed within one hundred eighty (180) calendar days, the County is not relieved from its obligation to pay.

- 1.2. Project Cost Adjustment: The amount contributed by the City 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 options of the parties, amendments may be entered into to revise the funds available for the Project. Any such adjustments in the proportionate amounts to be paid shall be consistent with Section 1.1. Provided that only the identified funding sources are used, amendments required to further expand the micromobility network, may be executed by the City Manager or City Manager's Designee and County Mayor or County Mayor's designee without the need for approval by the City Commission or County Commission. Otherwise, further funding commitments shall be subject to the approvals of the parties' respective governing boards.
- 1.3. Permits and Approvals: The County's contractor shall obtain a Right-of-Way permit from the City. The City agrees to prioritize, review and approve said permit within fifteen (15) calendar days upon submission. Additionally, the City agrees to waive all fees related to permitting for both City and County roads included in Exhibit A.
- 1.4. Public Information and Involvement: The City will lead a Public Involvement Plan (PIP), with assistance from the County, 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 will be used to develop the goals and objectives to implement the PIP.

#### 2. RESPONSIBILITIES OF COUNTY:

- 2.1. <u>Publicity</u>: By the acceptance of these funds, the County agrees that the activities funded by this Agreement shall recognize and adequately reference the City as a funding source.
- 2.2. 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. The County agrees to permit the City 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 City for inspection within five (5) business days upon written receipt of a written request from the City.
- 2.3. <u>Design</u>: The County agrees to develop the construction plans, technical specifications, special provisions, pay items and cost estimates for the Project in accordance with applicable engineering standards and sound engineering judgment.
- 2.4. <u>Construction</u>: 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 City 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 City agrees that the selection, retention and discharge of such contractor shall be the responsibility of the County.

- 2.5. Claims and Change Orders: The County shall notify the City in writing when claims or change orders arise. The County shall also invite the City to participate in negotiations of these claims and change orders. The City 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.
- 2.6. 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 City's inspector or a consultant of the City 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 Department of Transportation

and Public Works Director, or his/her designee, shall have final authority. The City's designated representative and the County's designated representative shall jointly perform the inspection of the Project which immediately precedes substantial completion

- 2.7. <u>Right-of-Way</u>: No provisions for right-of-way acquisition are being made through this Agreement.
- **2.8.** <u>Maintenance</u>: Upon completion of construction, the County and the City agree to perform maintenance as follows:
  - City will perform maintenance of City roads only (as identified in Exhibit A)
  - County will perform maintenance of County roads only (as identified in Exhibit A)
  - City will be financially responsible for the maintenance of all green paint on both City and County roads included in the Project.
- 3. <u>COMPLIANCE WITH LAWS</u>: 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. <u>INDEMNIFICATION</u>: 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 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 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 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) business days of receipt.

5. <u>DISPUTE RESOLUTION</u>, <u>APPLICABLE LAW</u>: 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 and costs.

- 6. ENTIRE AGREEMENT, AMENDMENTS: This document incorporates and includes prior negotiations, correspondence, conversations. agreements 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. <u>SEVERANCE</u>: 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.

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:

Department of Transportation and Public Works

c/o Director

Miami-Dade County

701 NW 1 Court, Suite 1700

Miami, Florida 33136 (786) 469-5406

With Copy to:

County Attorney's Office

#### To the City:

Attention:

City Manager City of Miami 444 SW 2<sup>nd</sup> Ave Miami, FL, 33130

305-416-1025

With Copy to:

City Attorney's Office

#### 10.COUNTERPARTS; ELECTRONIC SIGNATURES:

This Agreement may be executed in counterparts, each of which shall be an original as against either Party whose signature appears thereon, but all of which taken together shall constitute but one and the same instrument. An executed facsimile or electronic scanned copy of this Agreement shall have the same force and effect as an original. The parties shall be entitled to sign and transmit an electronic signature on this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

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:  BY: Todd Hannon, Clty Clerk  (Affix City Seal)	CITY OF MIAMI, a municipal corporation of the State of Florida  BY:  Art Noriega V, City Manager
Approved by City Attorney as to legal form and correctness  Min, Barnaby Date: 2021.01.04 17:27:09 -05'00'  Victoria Méndez, City Attorney	Approved as to Insurance Requirements    Digitally signed by Terry M. Quevedo Date: 2021:01.04 13:05:23 -05:00'   Anne-Marie Sharpe, Director Risk Management Department



## CITY OF MIAMI DOCUMENT ROUTING FORM



ORIGINATING DEPARTMENT: Department of Resilience and Public Works
DEPT. CONTACT PERSON: Juvenal Santana, P.E., C.F.M EXT. 1249
NAME OF OTHER CONTRACTUAL PARTY/ENTITY: MIAMI-DADE COUNTY

NAME OF OTHER CONTRACTUAL PARTY/ENTITY: MIAMI-DADE COUNTY
IS THIS AGREEMENT A RESULT OF A COMPETITIVE PROCUREMENT PROCESS? $\square$ YES $\square$ NO TOTAL CONTRACT AMOUNT: $\underline{\$1,000,000.00}$ FUNDING INVOLVED? $\boxtimes$ YES $\square$ NO
TYPE OF AGREEMENT:
□ MANAGEMENT AGREEMENT       □ PUBLIC WORKS AGREEMENT         □ PROFESSIONAL SERVICES AGREEMENT       □ MAINTENANCE AGREEMENT         □ GRANT AGREEMENT       □ INTER-LOCAL AGREEMENT         □ EXPERT CONSULTANT AGREEMENT       □ LEASE AGREEMENT         □ LICENSE AGREEMENT       □ PURCHASE OR SALE AGREEMENT
OTHER: (PLEASE SPECIFY): <u>(JPA) JOINT PARTICIPATION AGREEMENT BETWEEN CITY OF MIAMI ANI MIAMI-DADE COUNTY</u>
PURPOSE OF ITEM (BRIEF SUMMARY): <u>EXECUTION OF A JOINT PARTICIPATION AGREEMEN</u>
BETWEEN THE CITY OF MIAMI AND MIAMI-DADE COUNTY FOR THE MICROMOBILIT
NETWORK/BICYLE AND PEDESTRIAN MOBILITY PLAN AND FUNDS FROM TH
MICROMOBILITY FEES-DISTRICT 2.
COMMISSION APPROVAL DATE: 11/19/2020 FILE ID: 7663 ENACTMENT NO.: R-20-0388 IF THIS DOES NOT REQUIRE COMMISSION APPROVAL, PLEASE EXPLAIN:

ROUTING INFORMATION	Date	PLEASE PRINT AND SIGN		
		PRINT: Juvenal Santana, P.E., C.F.M.		
APPROVAL BY DEPARTMENTAL DIRECTOR	1/4/21	SIGNATURE: Santana, Usuenal Date: 2021.01.04 11:37:41-05'00'		
		PRINT: Ann Marie Sharpe -Director		
SUBMITTED TO RISK MANAGEMENT		SIGNATURE:  Digitally signed by Terry M. Quevedo Date: 2021.01.04 13:04:22-05'00'		
		PRINT: Victoria Mendez		
SUBMITTED TO CITY ATTORNEY	1/4/21	Digitally signed by Min, Barnaby Date: 2021.01.04 17:26:17 -05'00'		
		PRINT: Nzeribe Ihekwaba, Ph.D., P.E.		
APPROVAL BY ASSISTANT CITY MANAGER	115/21	SIGNATURE: Ihekwaba, Nzeribe Nzeribe  Nzeribe  Digitally signed by Ihekwaba, Nzeribe Date: 2021.01.05 10:27:38		
		PRINT: Arthur Noriega V		
RECEIVED BY CITY MANAGER		SIGNATURE:		
4) 01/5 05/01/4/ 50 0/5/4 55/4		PRINT:		
1) ONE ORIGINAL TO CITY CLERK,		SIGNATURE:		
2) ONE COPY TO CITY ATTORNEY'S OFFICE,		PRINT: SIGNATURE:		
3) REMAINING ORIGINAL(S) TO ORIGINATING				
DEPARTMENT		PRINT:		
		SIGNATURE:		

PLEASE ATTACH THIS ROUTING FORM TO ALL DOCUMENTS THAT REQUIRE EXECUTION BY THE CITY MANAGER

#### **EXHIBIT A – Project Details**

#### MICROMOBILITY NETWORK

#### **Project Scope**

- 1. Create a network of separated or protected micromobility lanes connecting Government Center, Brightline Station, Miami-Dade College, and several Metromover Stations among other destinations. The lanes will be created along the following roadways:
  - N/S Miami Ave (County road)
  - NE/SE 1 Ave (County road)
  - NW/NE 6 St (City road)
  - NW/NE 5 St (City road)

(Road jurisdiction)

#### **Project Boundaries:**

- NE 2 Ave to the East
- NW 3 Ave to the West
- NW 11 Terr to the North
- SE 2 St to the South
- Perform the following improvements: roadway milling and resurfacing, pavement markings featuring high-emphasis crosswalks, green patterned pavement and bicycle boxes, and raised concrete curbs.

#### **Background Studies:**

- 2017 Miami-Dade TPO Protected Bike Lanes Demonstration Plan
- 2009 City of Miami Bicycle Master Plan
- Downtown Miami Development of Regional Impact Increment III

Project may be amended from time to time in order to gradually build a safe network for bicyclists and micromobility users. Additional roadways may be added upon mutual consent of City and County through its City Manager or City Manager's Designee, and County Mayor or County Mayor's Designee, provided that funding source(s) remains unchanged and both City and County Boards have previously approved allocations to their respective capital budgets.

#### **EXHIBIT B - Payment Schedule**

Overall project cost:

#### \$2,064,661

County's share

• \$1,064,661 – identified funding source: Road Impact Fees (RIF)

#### City's share

- \$1,000,000 identified funding source: City District 2 Collected Micromobility Fees

  Disbursement Schedule from City to County
  - o 12.5% of City's share at Contract Award
  - o 25% of City's share at 30% Construction Progress Report
  - o 25% of City's share at 60% Construction Progress Report
  - o 25% of City's share at 90% Construction Progress Report
  - o 12.5% of City's share at Closing Report

