

Memorandum



Date: November 1, 2022

To: Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners

Agenda Item No. 3(B)(1)

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: State-Funded Grant Agreement between Miami-Dade County, the City of Miami Beach, and the Florida Department of Transportation to Provide the City of Miami Beach with Funding in the Amount of \$82,902 in County Incentive Grant Program Funds for the South Beach Pedestrian Priority Zone Project

Executive Summary

The purpose of this item is for the Board of County Commissioners (Board) to approve a State-Funded Grant Agreement under the County Incentive Grant Program (CIGP) between the County, the Florida Department of Transportation (FDOT) and the City of Miami Beach for the South Beach Pedestrian Priority Zone Project. The project aims to mitigate community concerns with pedestrian safety by introducing improvements to the pedestrian network to enhance safety, visibility and comfort, which is in keeping with the spirit of the Vision Zero initiative previously adopted by the Board.

The scope of work encompasses sidewalk replacement and widening, signalization, crosswalk and landscape improvements, traffic calming and bicycle facilities. The South Beach Pedestrian Priority Zone is a progressive project adopted as part of the Miami Beach Transportation Master Plan. The project places pedestrians first, transit and bicycles second, and private automobiles third, and addresses high crash locations in the South Beach area as identified in the Miami-Dade County Transportation Planning Organization Bicycle/Pedestrian Master Plan. The project will be implemented in the Flamingo Park Neighborhood, South of 5th Street Neighborhood, and the Art Deco Cultural District which are three of the most walkable neighborhoods in the County. The design work is to be completed by June 30, 2024, and the construction work is to be completed by September 30, 2026. The estimated project cost is \$200,000, of which FDOT will provide the County \$82,902 and the City of Miami Beach will provide the remainder. Under the CIGP, the County will assign this project, including the FDOT funding, to the City of Miami Beach.

Recommendation

It is recommended that the Board approve the attached resolution authorizing the execution of a State-Funded Grant Agreement between the County, the City of Miami Beach, and FDOT to provide the City with \$82,902 in CIGP funds for the South Beach Pedestrian Priority Zone Project.

Scope

The project is located within the City of Miami Beach, in County Commission District 5, which is represented by Eileen Higgins.

Delegated Authority

The authority of the County Mayor or County Mayor's designee to execute and implement this contract is consistent with those authorities granted under the Code of Miami-Dade County. No additional delegation of authority is being requested within the body of this contract.

Fiscal Impact/Funding Source

The estimated design cost of the project is \$200,000. FDOT has programmed CIGP funding for this project in the amount of \$82,902. Miami Beach will provide the additional \$117,098 as a local match.

Track Record/Monitor

FDOT shall reimburse the City of Miami Beach for costs incurred to perform services described in the agreement. Request for reimbursement by the City shall include an invoice, progress report and supporting documentation for the period of services being billed.

Background

The CIGP allows FDOT to provide grants to counties to improve transportation facilities which are located on the State Highway System or which relieve traffic congestion on the State Highway System per Section 339.2817 of the Florida Statutes. A municipality may apply to the county in which the municipality is located for funding under the CIGP. Municipal projects selected by FDOT require a three-party agreement executed by FDOT, the county and the municipality. By executing this agreement, the County assigns all of its interests and obligations under it to the City. On February 10, 2021, the City Commission approved this agreement by adopting Resolution Number 2021-31569.

Given the project focus on walkability, it is worth highlighting that it ties to the County's SMART Plan by improving access to the South Beach Trolley Service, which is a SMART Plan Demonstration Project, and to the future Beach Corridor Rapid Transit project which proposes a multimodal hub in the vicinity of Washington/5th Street as well as a BRT along Washington Avenue to the MBCC. It is also worth highlighting that the 2040 City of Miami Beach Comprehensive Plan establishes pedestrian safety, pedestrian connectivity, bicycle connectivity, and transit accessibility as priorities.



Jimmy Morales
Chief Operations Officer



MEMORANDUM
(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: November 1, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 3(B)(1)

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
- Statement of social equity 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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

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RESOLUTION NO. _____

RESOLUTION APPROVING A STATE-FUNDED GRANT AGREEMENT BETWEEN MIAMI-DADE COUNTY, THE CITY OF MIAMI BEACH, AND THE FLORIDA DEPARTMENT OF TRANSPORTATION TO PROVIDE THE CITY OF MIAMI BEACH WITH FUNDING IN THE AMOUNT OF \$82,902.00 IN COUNTY INCENTIVE GRANT PROGRAM FUNDS FOR THE SOUTH BEACH PEDESTRIAN PRIORITY ZONE PROJECT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE SAME AND EXERCISE THE PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the State-Funded Grant Agreement between Miami-Dade County, the City of Miami Beach, and the Florida Department of Transportation to provide the City of Miami Beach with funding in the amount of \$82,902.00 in County Incentive Grant Program funds for the South Beach Pedestrian Priority Zone Project, in substantially the form attached hereto and made a part hereof; and authorizes 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 _____, 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
Eileen Higgins	Kionne L. McGhee
Jean Monestime	Raquel A. Regalado
Rebeca Sosa	Sen. Javier D. Souto

The Chairperson thereupon declared this resolution duly passed and adopted this 1st day of November, 2022. 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

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Bruce Libhaber

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FPN: <u>449710-1-34-01</u>	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____

County No: 87 (Miami-Dade) Contract No: _____ Vendor No: VF596000372005

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only)

by and between the State of Florida Department of Transportation, ("Department"), Miami-Dade ("County"), and City of Miami Beach, ("Recipient"). The Department, the County, and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below):
Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)

The County by Resolution or other form of official authorization, a copy of which is attached in **Exhibit "D", County Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

The Recipient by Resolution or other form of official authorization, a copy of which is attached in **Exhibit "D", Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- Assignment to Recipient:** The Department is willing to provide the County with financial assistance for the Project (as defined below) in accordance with Section 339.2817, Florida Statutes.

The Recipient is a municipality located in the County and is eligible to request funding from the County under Section 339.2817, Florida Statutes, and the County has accepted the Recipient's request for funding for the Project.

The County assigns all of its interests and obligations under this Agreement to the Recipient.

The Recipient assumes all interests and obligations of the County under the Agreement.

The Department consents to the assignment of this Agreement to the Recipient; provided, however, the Department's consent to this transfer will not constitute a waiver of the general prohibition against assignment contained in the Agreement as to further assignments.

The County represents, and Recipient accepts, that there are no claims or demands against the Department arising out of or related to the performance under the Agreement prior to the effective date hereof. The County agrees that

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it has not performed any work under this Agreement prior the Assignment and County waives and releases any and all claims, including but not limited to claims for contractual compensation.

3. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in CITY OF MIAMI BEACH - SOUTH BEACH PEDESTRIAN PRIORITY ZONE, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
4. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by all Parties and the Recipient shall complete the Project on or before June 30, 2024. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by all Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

5. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
6. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

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- d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

7. Project Cost:

- a. The estimated cost of the Project is \$200,000.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$82,902.00 and, additionally the Department's participation in the Project shall not exceed 50% of the total cost of the Project, and as more fully described in **Exhibit "B"**, **Schedule of Financial Assistance**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
- c. The Department's participation in eligible Project costs is subject to, but not limited to:
- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
 - iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

8. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by all parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F" – Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.

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- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If this box is selected, advance payment is authorized for this Agreement and Exhibit "H", **Alternative Advance Payment Financial Provisions** is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

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- j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in Exhibit "B" for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

9. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is

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required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

10. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that are not consistent with the Project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.
- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

11. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

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- ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.
- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any

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deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

12. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

shall

shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

13. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.
- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "J" to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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- ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us
- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
- vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

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- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

14. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

15. Indemnification and Insurance:

- a. It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this

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Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Recipient agrees to indemnify, defend, and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Recipient and persons employed or utilized by the Recipient in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Recipient's sovereign immunity, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. This indemnification shall survive the termination of this Agreement. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Recipient's contractor/consultant shall indemnify, defend, and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor or consultant and persons employed or utilized by the contractor or consultant in the performance of this Agreement.

The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity. Nor shall the same be construed to constitute agreement by Recipient's contractor/subconsultant to indemnify the Recipient for the negligent acts or omissions of the Recipient, its officers, agents, or employees, or for the acts of third parties. Nor shall the same be construed to constitute agreement by Recipient's contractor/subconsultant to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. This indemnification shall survive the termination of this Agreement."

- b. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision

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of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

16. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

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- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

17. Exhibits.

- a. Exhibits A, B, D, F, and J are attached to and incorporated into this Agreement.
- b. The Project will involve construction, therefore, Exhibit "C", Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c. Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then Exhibit "H", Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "K", Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. A portion or all of the Project will utilize the Department's right-of-way and, therefore, Exhibit O, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- f. The following Exhibit(s), in addition to those listed in 17.a. through 17.f., are attached and incorporated into this Agreement: _____

g. Exhibit and Attachment List

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit C: Engineer's Certification of Compliance
- Exhibit D: Recipient Resolution
- Exhibit F: Contract Payment Requirements
- *Exhibit H: Alternative Advance Payment Financial Provisions
- Exhibit J: State Financial Assistance (Florida Single Audit Act)
- *Exhibit K: Advance Project Reimbursement
- *Exhibit O – Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): _____

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above

RECIPIENT City of Miami Beach

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By _____
Name _____
Title _____
Date _____

By _____
Name _____
Title _____
Date _____

COUNTY Miami-Dade County

Department Legal Review

By _____
Name _____
Title _____
Date _____

By _____
Name _____

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney

12/06/21

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 449710-1-34-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and City of Miami Beach (the Recipient)

PROJECT LOCATION:

- The project is on the National Highway System.
- The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: Project Length: 10 Miles

Roadway ID: 87900044 as follows:

- South Pointe Dr from Collins Ave to Ocean Drive Ave (MP 0.000 to MP 0.068)
- Ocean drive from South Pointe Dr to 15th Street. (MP 0.068 to MP 1.425)

PROJECT DESCRIPTION: The South Beach Pedestrian Priority Zone project is a progressive project adopted as part of the Miami Beach Transportation Master Plan. The project is premised on the adopted modal priority which places pedestrians first, transit and bicycles second, and private automobiles third. The project aims at mitigating community concerns with pedestrian safety by introducing improvements to the pedestrian network to enhance safety, visibility, and comfort. The project addresses high crash locations in the South Beach area as identified in the Miami-Dade County Transportation Planning Organization Bicycle/Pedestrian Master Plan. The project will be implemented in the Flamingo Park Neighborhood, South of 5th Street Neighborhood, and the Art Deco Cultural District which are three of the most walkable neighborhoods in the County. Given the project focus on walkability, it is worth highlighting that it ties to the County's SMART Plan by improving access to the South Beach Trolley service which is a SMART Plan Demonstration Project, and to the future Beach Corridor Rapid Transit project which proposes a multimodal hub in the vicinity of Washington/5th St as well as a BRT along Washington Avenue to the MBCC. It is also worth highlighting that the 2040 City of Miami Beach Comprehensive Plan establishes pedestrian safety, pedestrian connectivity, bicycle connectivity, and transit accessibility as priorities. These priorities are supported by the South Beach Pedestrian Priority Zone. This project consists of the following scope:

- Sidewalk Replacement and Widening
- Signalization Improvements (Exclusive Pedestrian Phases and Lead Pedestrian Intervals)
- Crosswalk Improvements (High Emphasis Crosswalks and Raised Crosswalks)
- Improved Landscaping to increase pedestrian comfort
- Traffic Calming (Traffic Circles, Lower Speed Limit)
- Bicycle Facilities (Bicycle Boulevards on some of the corridors as directed in the 2016 Master Plan)

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed in January 29, 2018.
- b) Design to be completed by June 30, 2024.
- c) Right-of-Way requirements identified and provided to the Department by N/A.
- d) Right-of-Way to be certified by June 30, 2024.
- e) Construction contract to be let by September 30, 2024.
- f) Construction to be completed by September 30, 2026.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

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**EXHIBIT B
 SCHEDULE OF FINANCIAL ASSISTANCE**

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			Indicate source of Local funds
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	
RECIPIENT NAME & BILLING ADDRESS: City of Miami Beach 1700 Convention Center Drive Miami Beach, FL 33139		FINANCIAL PROJECT NUMBER: 449710-1-34-01			
Design-Phase 34	Maximum Department Participation (County Incentive Grant Program)	\$200,000.00	\$117,098.00	\$82,902.00	<input type="checkbox"/> In-Kind <input checked="" type="checkbox"/> Cash
FY: 2023	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost		\$200,000.00 %	\$117,098.00 %	\$82,902.00 %	
Right-of-Way- Phase 44	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction Engineering and Inspection - Phase 64	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase :)	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
TOTAL COST OF THE PROJECT		\$200,000.00	\$117,098.00	\$82,902.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Xiomara Nunez MBA, PMP
 District Grant Manager Name

 Signature Date

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EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

RESOLUTION NO. 2021-31569

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROPRIATING FUNDING, AND APPROVING AND AUTHORIZING (AND, AS TO CERTAIN AGREEMENTS RETROACTIVELY APPROVING AND AUTHORIZING) THE CITY MANAGER, OR HIS DESIGNEE TO APPLY FOR AND ACCEPT FUNDING (INCLUDING MATCHING FUNDS AND ANY RELATED CITY EXPENSES) AND EXECUTE ANY AND ALL DOCUMENTS OR AGREEMENTS IN CONNECTION WITH THE FOLLOWING GRANTS, PROGRAMS AND AGREEMENTS: 1) FLORIDA DEPARTMENT OF TRANSPORTATION, COUNTY INCENTIVE GRANT PROGRAM, IN THE APPROXIMATE AMOUNT OF \$916,000; 2) FLORIDA OFFICE OF THE ATTORNEY GENERAL, VICTIMS OF CRIME ACT, IN THE APPROXIMATE AMOUNT OF \$510,000; AND, 3) FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY, COMMUNITY DEVELOPMENT BLOCK GRANT – CORONAVIRUS (CDBG-CV) ENTITLEMENT PROGRAM – ROUND 2, IN THE APPROXIMATE AMOUNT OF \$381,620.

WHEREAS, the City Administration applies for grants and external funding from outside organizations; and

WHEREAS, the City Administration requests approval to apply for funding for funds, in the amount of approximately \$916,000, from the Florida Department of Transportation (FDOT), County Incentive Grant Program (CIGP), the details of which are as follows:

- The County Incentive Grant Program provides funds to Counties to improve transportation facilities located on the State Highway System, or for projects that relieve traffic congestion on the State Highway System. Florida Statutes allow FDOT to issue grants to Counties for local transportation projects. To be eligible for consideration therefore, the City must apply for CIGP funds through Miami-Dade County. Proposed projects must be consistent, to the maximum extent feasible, with local metropolitan planning organization plans, such as the Transportation Planning Organization (TPO) and local government comprehensive plans.
- The South Beach Pedestrian Priority Zone project was adopted as part of the Miami Beach Transportation Master Plan. The project is premised on the adopted modal priority which places pedestrians first, transit and bicycles second, and private automobiles third. The project aims to mitigate community concerns with pedestrian safety by introducing improvements such as traffic calming, wider sidewalks, signalization improvements conducive to better pedestrian experience, wider/clearer sidewalks, high-emphasis crosswalks, ADA ramps, improved landscaping, and lower speed limits.
- The City is requesting funding from the 2021 CIGP grant cycle for the South Beach Pedestrian Priority Zone project. The total project cost is approximately \$1,865,803 and the grant requires a 50% match. Matching funds of \$950,000 will be provided from the following budget codes: 305-9615-069366-00-410-000-00-00-60177- \$300,000; and 379-9615-069357-30-410-522-00-00-00-60177 - \$645,000; and

WHEREAS, the City Administration requests approval to apply for funding in the amount of approximately \$510,000, from the Florida Office of the Attorney General, Victims of Crime Act (VOCA) Program, the details of which are as follows:

- The Florida Office of the Attorney General provides federal Victims of Crime Act (VOCA) grants to fund services to victims of crime.
- The Administration has applied for and received these funds annually and plans to apply for continued funding for Fiscal Year 21/22 for salaries, training, and operating costs in the Police Department. This year's application represents a continuation of the currently funded program and supports the services of the Police Department.
- The Administration intends to apply for approximately \$510,000, and the grant requires a 25% match. Matching funds in the approximate amount of \$128,000 will come from positions in the Police Department's Victim Services Unit that are proposed to be partially funded from the City's General Fund, subject to the adoption of the City's FY 2022 operating budgets; and

WHEREAS, the City Administration requests approval to apply for funds, in approximate amount of \$381,620 from Florida Department of Economic Opportunity, Community Development Block Grant, Coronavirus (CDBG-CV) Round 2 - Entitlement Program, the details of which are as follows:

- The CDBG-CV programs are designed to help local governments prepare for, prevent, or respond to the health and economic impacts of COVID-19. The funded activities must be critical to the locality.
- In April 2020, pursuant to passage of the CARES Act, the U.S. Department of Housing and Urban Development (HUD) allocated additional CDBG funds (CDBG-CV) to the State of Florida to address issues related to the impacts of COVID-19. HUD has provided three allocations to states and entitlement grantees under the fiscal year 2020 CDBG formula. DEO has received a total of \$100 million in CDBG-CV funding. In May 2020, HUD allocated \$63.1 million for use in both entitlement and non-entitlement communities. DEO created the CDBG-CV Entitlement Program for the award and administration of Round 2 funds for Entitlement communities through its state CDBG program. As an Entitlement community, the City of Miami Beach is eligible to apply for these funds up to a maximum amount of \$381,620.
- Each activity must meet one of the following national objectives for the program: benefit low- and moderate income (LMI) persons, prevent or eliminate slums or blight, or address community development needs with particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community for which other funding is not available.
- As required, the City held a Public Hearing on February 1, 2021 to discuss community needs in preparation for the pre-application. The Public Hearing was held prior to the grant pre-application submission date of March 15, 2021 and was properly noticed. No members of the public attended the Public Hearing; however, a full presentation was still given by staff.

- The Administration intends to apply for CDBG-CV Round 2 Entitlement funding for Rent Assistance, Mortgage Assistance and Utility Assistance in the approximate amount of \$381,620. This grant does not require matching funds.
- **COMMUNITY SURVEY**
In the 2019 Community Satisfaction Survey, 72% of residents expressed satisfaction with the Quality of Police Services and 30.4% of residents expressed satisfaction with the City's efforts to address homelessness. When asked what residents are concerned or dissatisfied with when crossing the street at an intersection, 74% stated Pedestrian Safety.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby appropriate funding, and approve and authorize (and, as to certain agreements retroactively approve and authorize) the City Manager, or his designee, to apply for, accept and appropriate funding (including matching funds and any related city expenses), and to execute any and all documents or agreements in connection with the following grants, programs, and agreements: 1) Florida Department of Transportation, County Incentive Grant Program, in the approximate amount of \$916,000; 2) Florida Office of the Attorney General, Victims of Crime Act, in the approximate amount of \$510,000; and, 3) Florida Department of Economic Opportunity, Community Development Block Grant – Coronavirus (CDBG-CV) Entitlement Program – Round 2, in the approximate amount of \$381,620.

PASSED and ADOPTED this 10 day of February, 2021.


Dan Gelber, Mayor

ATTEST:


2/22/2021
Rafael E. Granado, City Clerk



**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**


City Attorney *FA*

2-3-21
Date

Resolutions - C7 A

MIAMI BEACH

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Raul J. Aguila, Interim City Manager
DATE: February 10, 2021

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROPRIATING FUNDING, AND APPROVING AND AUTHORIZING (AND, AS TO CERTAIN AGREEMENTS RETROACTIVELY APPROVING AND AUTHORIZING) THE CITY MANAGER, OR HIS DESIGNEE TO APPLY FOR AND ACCEPT FUNDING (INCLUDING MATCHING FUNDS AND ANY RELATED CITY EXPENSES) AND EXECUTE ANY AND ALL DOCUMENTS OR AGREEMENTS IN CONNECTION WITH THE FOLLOWING GRANTS, PROGRAMS AND AGREEMENTS: 1) FLORIDA DEPARTMENT OF TRANSPORTATION, COUNTY INCENTIVE GRANT PROGRAM, IN THE APPROXIMATE AMOUNT OF \$916,000; 2) FLORIDA OFFICE OF THE ATTORNEY GENERAL, VICTIMS OF CRIME ACT, IN THE APPROXIMATE AMOUNT OF \$510,000; AND, 3) FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY, COMMUNITY DEVELOPMENT BLOCK GRANT - CORONAVIRUS (CDBG-CV) ENTITLEMENT PROGRAM - ROUND 2, IN THE APPROXIMATE AMOUNT OF \$381,620.

RECOMMENDATION

Adopt the Resolution.

BACKGROUND/HISTORY

The City of Miami Beach applies for various grants and funding allocations from external agencies and organizations. Information regarding the projects and funding sources is included in the Analysis Section of this Agenda Item.

ANALYSIS

1. Florida Department of Transportation (FDOT), County Incentive Grant Program (CIGP), in the approximate amount of \$916,000 for the South Beach Pedestrian Priority Zone.

The County Incentive Grant Program provides funds to Counties to improve transportation facilities located on the State Highway System, or for projects that relieve traffic congestion on the State Highway System. Florida Statutes allow FDOT to issue grants to Counties for local transportation projects. To be eligible for consideration therefore, the City must apply for CIGP funds through Miami-Dade County. Proposed projects must be consistent, to the maximum

extent feasible, with local metropolitan planning organization plans, such as the Transportation Planning Organization (TPO) and local government comprehensive plans.

The South Beach Pedestrian Priority Zone project was adopted as part of the Miami Beach Transportation Master Plan. The project is premised on the adopted modal priority which places pedestrians first, transit and bicycles second, and private automobiles third. The project aims to mitigate community concerns with pedestrian safety by introducing improvements such as traffic calming, wider sidewalks, signalization improvements conducive to better pedestrian experience, wider/clearer sidewalks, high-emphasis crosswalks, ADA ramps, improved landscaping, and lower speed limits.

The City is requesting funds from the 2021 CIGP grant program for the South Beach Pedestrian Priority Zone project. The total project cost is approximately \$1,865,803 and the grant requires a 50% match. Matching funds of \$945,000 will be provided from the following budget codes: 305-9615-069366-00-410-000-00-00-60177- \$300,000; and 379-9615-069357-30-410-522-00-00-60177 - \$ 645,000.

2. Florida Office of the Attorney General, Victims of Crime Act (VOCA) Program, in the approximate amount of \$510,000 for the Police Department's Victim Services Program.

The Florida Office of the Attorney General provides federal Victims of Crime Act (VOCA) grants to fund services to victims of crime.

The Administration has applied for and received these funds annually and plans to apply for continued funding for Fiscal Year 21/22 for salaries, training, and operating costs in the Police Department. This year's application represents a continuation of the currently funded program and supports the services of the Police Department.

The Administration intends to apply for approximately \$510,000, and the grant requires a 25% match. Matching funds in the approximate amount of \$128,000 will come from positions in the Police Department's Victim Services Unit that are proposed to be partially funded from the City's General Fund, subject to the adoption of the City's FY 2022 operating budgets.

3. Florida Department of Economic Opportunity, Community Development Block Grant, Coronavirus (CDBG-CV) Round 2 - Entitlement Program, in the approximate amount of \$381,620 to cover costs associated with preparing for, responding to, or recovering from the COVID-19 Pandemic.

The CDBG-CV programs are designed to help local governments prepare for, prevent, or respond to the health and economic impacts of COVID-19. The funded activities must be critical to the locality.

In April 2020, pursuant to passage of the CARES Act, the U.S. Department of Housing and Urban Development (HUD) allocated additional CDBG funds (CDBG-CV) to the State of Florida to address issues related to the impacts of COVID-19. HUD has provided three allocations to states and entitlement grantees under the fiscal year 2020 CDBG formula. DEO has received a total of \$100 million in CDBG-CV funding. In May 2020, HUD allocated \$63.1 million for use in both entitlement and non-entitlement communities. DEO created the CDBG-CV Entitlement Program for the award and administration of Round 2 funds for Entitlement communities through its state CDBG program. As an Entitlement community, the City of Miami Beach is eligible to apply for these funds up to a maximum amount of \$381,620.

Each activity must meet one of the following national objectives for the program: benefit low- and moderate income (LMI) persons, prevent or eliminate slums or blight, or address community development needs with particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community for which other funding is not available.

As required, the City held a Public Hearing on February 1, 2021 to discuss community needs in preparation for the grant pre-application. The Public Hearing was held prior to the pre-application submission date of March 15, 2021 and was properly noticed. No members of the public attended the Public Hearing; however, a full presentation was still given by staff.

The Administration intends to apply for CDBG-CV Round 2 Entitlement funding for Rent Assistance, Mortgage Assistance and Utility Assistance in the approximate amount of \$381,620. This grant does not require matching funds.

SUPPORTING SURVEY DATA

In the 2019 Community Satisfaction Survey, 72% of residents expressed satisfaction with the Quality of Police Services and 30.4% of residents expressed satisfaction with the City's efforts to address homelessness. When asked what residents are concerned or dissatisfied with when crossing the street at an intersection, 74% stated Pedestrian Safety.

CONCLUSION

The Administration requests that the Mayor and City Commission appropriate funding and approve and authorize (and, as to certain agreements retroactively approve and authorize) the City Manager to apply for, accept funding and execute all agreements in connection with the aforesaid grants, programs, agreements and funding requests.

Applicable Area

Not Applicable

Is this a "Residents Right to Know" Item, pursuant to City Code Section 2-14?

No

Does this item utilize G.O. Bond Funds?

No

Legislative Tracking

Grants and Intergovernmental Affairs

ATTACHMENTS:

Description

- 0 Resolution

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS**
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

- State Project Title and CSFA Number:**
- County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Small County Outreach Program (SCOP), (CSFA 55.009)
 - Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - Insert Program Name, Insert CSFA Number

***Award Amount:** \$82,902.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>


STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT
(CIGP - Municipality Letting)

525-010-60
PROGRAM MANAGEMENT
05/21

IN WITNESS WHEREOF the Parties have executed this Agreement on the day and year written above

RECIPIENT City of Miami Beach

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By 
Name ARINA T HUDAK
Title CITY MANAGER
Date 6/24/2022

By _____
Name _____
Title _____
Date _____

COUNTY Miami Dade County

Department Legal Review

By _____
Name _____
Title _____
Date _____

By _____
Name _____

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION


City Attorney

12/06/21
Date