

MEMORANDUM

Agenda Item No. 8(O)(2)

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

DATE: March 2, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving execution of a Joint Participation Agreement between Miami-Dade County and the City of North Miami Beach for a Joint Utility and Drainage Improvements Project in which the City of North Miami Beach will reimburse Miami-Dade County for the cost of the City's drainage improvements project in the area bounded by Biscayne Boulevard along N.E. 151 Street extending west along N.E. 163 Street and N.E. 8 Avenue in an amount estimated at \$334,744.01; and authorizing the County Mayor to execute same and to exercise the provisions contained therein

Resolution No. R-173-21

The accompanying resolution was prepared by the Water and Sewer Department and placed on the agenda at the request of Prime Sponsor Commissioner Jean Monestime.



Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum



Date: March 2, 2021

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

From: Daniella Levine Cava
County Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Subject: Resolution approving a Joint Participation Agreement between Miami-Dade County and the City of North Miami Beach for a Joint Utility and Drainage Improvements Project in the area bounded by Biscayne Boulevard and N.E. 151 Street and extending West along N.E. 163 Street and N.E. 8 Avenue

Recommendation

It is recommended that the Board of County Commissioners (“Board”) approve the attached resolution authorizing the execution of a Joint Participation Agreement (“JPA”) between Miami-Dade County (“County”) and the City of North Miami Beach (“City”) to enter into a joint utility and stormwater drainage improvements project (“Project”). The City will reimburse the County an estimated amount of \$334,744.01 for the construction costs for the stormwater drainage improvements in the area bounded by Biscayne Boulevard and N.E. 151 Street and extending west along N.E. 163 Street and N.E. 8 Avenue. A copy of the JPA is attached hereto as Exhibit 1.

Scope

The Project entails the: (1) installation of 13,500 linear feet of 60-inch force main Prestressed Concrete Cylinder Pipe (PCCP) that will interconnect to an existing 72-inch force main (the “Utility Project”) and (2) design and construction of storm drainage improvements along N.E. 154 Street between N.E. 18 Avenue and N.E. 21 Avenue and along N.E. 21 Avenue between N.E. 154 Street and N.E. 151 Street (the “City Project”).

This Project is in County Commission District 2, represented by Commissioner Jean Monestime.

Delegation of Authority

Upon approval of this item, the County Mayor or County Mayor’s designee will have the authority to execute the attached JPA and exercise all provisions contained therein for the purpose of entering into joint utility and stormwater drainage improvements project with the City of North Miami Beach.

Fiscal Impact/Funding Source

The total Project cost is estimated at \$28,963,434.26. The City will reimburse the County for their portion of the Project cost, which is estimated at \$334,744.01. WASD funding for this Project will be from Project #1008,102072.

Track Record/Monitor

WASD will manage this JPA under the supervision of Deputy Director of Capital Improvements Hardeep Anand.

Background

WASD operates and maintains certain water and wastewater facilities, including but not limited to, gravity sewer pipes, pump stations, reclaimed water pipes, valves and valve covers, manholes and access covers, water pipes, sanitary sewage pipes, meters, hydrants, and all appurtenances thereto, which are located in the City’s public roads or lands. WASD Project No. S-944 will address improvements to the infrastructure

within the City limits, including the installation of 13,500 linear feet of 60-inch force main PCCP that will interconnect to an existing 72-inch force main. The City is required to include stormwater drainage improvements in the area where WASD will be completing the Utility Project upgrades. In the interest of improving the infrastructure and minimizing disruption to residents and business owners, the City requested, and the County agreed, that it would be more cost and time effective for the County to undertake the City’s Project concurrently with the Utility Project.

The JPA sets the terms, conditions, project costs, payment terms, scope of work and the responsibilities of the County and the City to implement the Project. Approval of this JPA will authorize the County to perform the Utility Work along with the City’s Project in an efficient, coordinated, and economical manner.

The City of North Miami Beach Commission approved this JPA July 21, 2020 under Resolution No. R-2020-58. A copy of the City’s Resolution R2020-58 is attached hereto as Exhibit 2.



Jimmy Morales
Chief Operating Officer

**JOINT PARTICIPATION AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
THE CITY NORTH MIAMI BEACH
FOR A JOINT UTILITY AND DRAINAGE IMPROVEMENTS PROJECT**

This JOINT PARTICIPATION AGREEMENT (this "Agreement") is made and entered this _____ day of _____ 2020 (hereinafter, the "Effective Date"), by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as the "COUNTY") and the City of North Miami Beach, a municipal corporation of the State of Florida (hereinafter referred to as the "CITY," and collectively with the COUNTY, the "Parties").

WITNESSETH

WHEREAS, the COUNTY, through its Water and Sewer Department ("WASD"), operates and maintains existing water and sewer facilities; and

WHEREAS, WASD is proposing to upgrade its sewer services facilities located in the City of North Miami Beach in the area bounded by Biscayne Boulevard and N.E. 151 Street and extending West along N.E. 163 Street and N.E.8 Avenue; and

WHEREAS, as part of WASD Project No. S-944, WASD's improvements to the infrastructure within the CITY include the installation of 13,500 linear feet of 60-inch force main Prestressed Concrete Cylinder Pipe (PCCP) that will interconnect to an existing 72-inch force main (the "Utility Project"); and

WHEREAS, the CITY requires construction of storm drainage improvements along N.E. 154 Street between N.E. 18 Avenue and N.E. 21 Avenue and along N.E. 21 Avenue between N.E. 154 Street and N.E. 151 Street (the "City Project," and collectively with the Utility Project, the "Project") as shown in the diagram attached hereto as Exhibit "A;" and

WHEREAS, in the interests of improving the infrastructure for, and minimizing disruption to, the public, the CITY and the COUNTY have agreed that it would be more cost and time effective for the COUNTY to undertake the City Project concurrently with the Utility Project; and

WHEREAS, the COUNTY has prepared a cost breakdown for the City Project, attached hereto as Exhibit "B," which estimates that the total City Project cost will be \$334,744.01, inclusive of dedicated and contingency allowances; and

WHEREAS, the CITY has requested that the COUNTY undertake the City Project and has agreed to reimburse the COUNTY for all City Project costs and expenses; and

WHEREAS the CITY wishes to utilize the resources of the COUNTY to design and construct the City Project, subject to the terms and conditions of this Agreement.

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

- 1.1. COUNTY RESPONSIBILITIES: As part of the work being done for WASD Project No. S-944, the COUNTY will install storm drainage improvements along N.E. 154 Street between N.E. 18 Avenue and N.E. 21 Avenue and along N.E. 21 Avenue between N.E. 154 Street and N.E. 151 Street at the request of the CITY.
- 1.2. PUBLIC INFORMATION AND INVOLVEMENT: The COUNTY will implement a Public Involvement Plan (PIP) 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.
- 1.3. PUBLICITY: The COUNTY will ensure that the Project elements funded by this Agreement shall be recognized and adequately referenced as funded by the CITY.
- 1.4. ACCOUNTING: The COUNTY shall at all times maintain separate accounting for the costs of the City 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 City Project for three (3) years after completion of the City Project. Upon written request from the CITY, those records shall be made available to the CITY for inspection within five (5) business days.
- 1.5. CONSTRUCTION: Subject to approval by the Board of County Commissioners in accordance with applicable Florida Statutes, Home Rule Charter and Code of Miami-Dade County, the COUNTY shall incorporate the scope of services for the City Project into the Utility Project. The portion of the construction contract for the Project pertaining to the City Project shall require the Contractor to provide a payment and performance bond for the City Project naming the COUNTY and CITY as joint obligees. The portion of the construction contract for the Project pertaining to the City Project shall contain a contingency amount to address unforeseen conditions and owner-required changes, which shall not exceed ten percent (10%) of the base amount of the City Project, unless otherwise approved by designated representatives of the COUNTY and the CITY. The COUNTY shall also require the Contractor to provide warranties to the CITY and COUNTY for the Project work.
- 1.6. CLAIMS AND CHANGE ORDERS: The COUNTY shall notify the CITY Public Works Department Director in writing when claims arise. The COUNTY shall also invite the CITY to participate in negotiations of these claims related to the City Project. The CITY shall review and make a determination regarding all amendments or supplemental agreements, permits, modifications of plans, or other requests for approvals submitted by the COUNTY within five (5) days of receipt.

- 1.7. CONSTRUCTION ADMINISTRATION AND INSPECTION: The COUNTY shall exercise all responsibilities of the owner under the construction contract for the Project, including the portion related to the City Project, including construction administration and inspections. The COUNTY may delegate this function to an authorized agent or Construction Engineering Inspection (CEI) consultant, upon approval by the CITY. The CITY'S inspector or consultant shall have an oversight role in the routine daily inspections for the City Project. In the case of a disagreement over the interpretation of the plans, the COUNTY shall have final authority. The CITY'S designated representative and the COUNTY'S designated representative shall jointly perform the inspection of the Project, which shall immediately precede substantial completion.
- 1.8. MAINTENANCE: The CITY shall be solely responsible for the operation and maintenance of the City Project upon construction completion of the City Project.
- 1.9. PROJET SIGNAGE: The COUNTY shall furnish and install a Project sign in each direction of traffic indicating that the Project is being funded in coordination with the CITY, in proximity to the start/end of the Project limits. Should Maintenance of Traffic (MOT) signage be required as part of the scope of work, the Project sign shall be placed an appropriate distance before the MOT signage range. The Project signs shall remain in place for the duration of the Project or as directed by the Project engineer.
2. CITY RESPONSIBILITY:
- 2.1. FUNDING AMOUNT, REIMBURSEMENT OF CITY PROJECT COSTS: The City Project is currently estimated at three hundred thirty-four thousand seven hundred forty-four dollars and one cents (\$334,744.01), which includes ten percent (10%) contingency and dedicated allowances as shown in Exhibit "B," attached hereto. The CITY shall pay the COUNTY one hundred percent (100%) of the final cost of all contract items related to the City Project even if such amount exceeds the estimate provided in Exhibit "B." Amounts exceeding the estimate provided on Exhibit "B" shall be approved in accordance to Section 2.3 The CITY shall disburse to the COUNTY the funds for the City Project in the form of a lump sum payment upon final completion.
- 2.2. No County funds shall be used for the City Project.
- 2.3. PROJECT COST ADJUSTMENTS: The amount funded by the CITY is based on the current estimated costs of the City Project. The Parties recognize that adjustments to the above-referenced cost may be required in the future and that, at the option of the Parties, amendments may be entered into to revise the funds available for the City Project. Provided that there is no increase in the amount of the CITY funds required as stated in Section 2.1, amendments may be executed by the CITY Manager or designee and the COUNTY Mayor or the COUNTY Mayor's designee without the need for approval by the CITY Commission or the COUNTY'S Board of County Commissioners. Otherwise further funding commitments shall be subject to the approvals of the Parties' respective

governing boards. The CITY shall be responsible for reviewing and approving design plans, specifications, permits and cost estimates for a complete City Project.

3. COMPLIANCE WITH LAWS: The Parties shall comply with applicable federal, state and local laws, codes, ordinances, rules and regulations in performing their respective duties, responsibilities, and obligations pursuant to this Agreement and with all applicable laws relating to the Project. The Parties shall not unlawfully discriminate in the performance of their respective duties under this Agreement.
4. DEFAULT: If either the CITY or the COUNTY fails to perform its obligations under this Agreement, the non-defaulting Party shall be entitled to reimbursement in full of all documented costs it has expended in connection with the City Project. Further, any payments that have been made as of the date of default by the non-defaulting Party, including all Contingency/Allowance Funds and deposits, shall be refunded in full.
5. FORCE MAJEURE: Neither the COUNTY nor the CITY shall be liable for any consequences caused by force majeure, inevitable accident or occurrence, or cause beyond the reasonable control of the COUNTY or the CITY, and such an act shall not constitute a breach of this Agreement on the part of the COUNTY or the CITY. Additionally, neither the COUNTY nor the CITY shall be liable to the other entity, its agents, its inhabitants or its customers for any damage resulting from such act or its consequences. As used herein, force majeure shall mean an act of God, which includes but is not limited to: sudden, unexpected or extraordinary forces of nature such as floods, washouts, storms, hurricanes, fires, earthquakes, landslides, epidemics, explosions or other forces of nature. Inevitable accidents or occurrences shall mean those which are unpreventable by the COUNTY or the CITY and shall include but not be limited to: strikes; lockouts; other industrial disturbances; wars; blockages; acts of terrorism; insurrections; riots; federal, state, county and local governmental restrictions, regulations, and restraints; military action; civil disturbances; explosions; and conditions in federal, state, county and local permits.
6. LIABILITY: Nothing herein is intended to serve as a waiver of sovereign immunity by any Party. The COUNTY and the CITY are political subdivisions as defined in Section 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of their respective agents or employees to the extent permitted by law. The provisions of this section shall survive the expiration or earlier termination of this Agreement.
7. INDEMNIFICATION: 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 limitations included in Section 728.28, 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 negligence or breach of contract.

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 limitations included in Section 728.28, 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 negligence or breach of contract.

In the event of breach or non-performance by the contractor performing the work, the COUNTY shall, upon written request by the CITY, assign to the CITY any and all of its right under the affected contract for purpose of the CITY'S prosecution of claims, actions or causes of action resulting from such breach or non-performance unless the COUNTY, at its option, pursues such claims, actions or causes of action through administrative proceeding or litigation. 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.

8. **DISPUTE RESOLUTION, APPLICABLE LAW:** The COUNTY and the CITY 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 County, Florida. Each party will bear its own attorneys' fees and costs.
9. **TERMINATION OF AGREEMENT:** Either Party may terminate this Agreement with or without cause at any time for convenience upon sixty (60) calendar days' prior written notice to the other Party. In the event this Agreement is terminated, the Parties shall reimburse one another for all costs incurred by the Parties for the City Project.
10. **DURATION OF AGREEMENT:** The Project is expected to be completed within 510 days after the COUNTY's issuance of the Notice to Proceed for the Project. However, this Agreement shall terminate when the City Project is completed, and the COUNTY has been reimbursed for the actual costs of the City Project as specified in this Agreement.
11. **ENTIRE AGREEMENT, AMENDMENTS:** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms contained herein shall be effective unless set forth in writing in accordance with this section. No modification, amendment or alteration in the terms or conditions contained herein shall be

effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Parties.

12. ASSIGNMENT: This Agreement shall not be assigned, transferred or otherwise conveyed to any other Party without the express written consent of the COUNTY.
13. NO THIRD PARTY BENEFICIARIES: Neither the COUNTY nor the CITY intends to directly nor substantially benefit any third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement, and no third party shall be entitled to assert a claim against either the COUNTY or the CITY based upon this Agreement.
14. SEVERANCE: In the event a portion of this Agreement is found to be invalid by a court of competent jurisdiction, the remaining provisions shall continue to be effective unless the CITY or the COUNTY elect to terminate this Agreement. An election to terminate this Agreement based on this provision shall be made within seven (7) business days after the finding by the court becomes final.
15. FLORIDA PUBLIC RECORDS LAW: The Parties each agree to keep and maintain public records in their respective possession or control in connection their respective performances under this Agreement. The Parties additionally agree to comply specifically with the provisions of Section 119.0701, Florida Statutes. Upon completion of this Agreement or in the event of termination by either party, any public records relating to the Agreement in the possession of the COUNTY shall be delivered by the COUNTY to the CITY Manager, at no cost to the CITY, within seven days business days. The Parties shall each ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.

IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: Andrise Bernard, City Clerk
Mailing Address: 17011 NE 19th Avenue
1st Floor - Lobby
North Miami Beach, FL 33162-3100
Telephone Number: 305-787-6001
Email: andrise.bernard@citynmb.com

16. NOTICES: All notices required pursuant to the terms hereof may be sent by first class United States Mail, electronic mail, hand delivery or overnight delivery and shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof

of prior actual receipt is provided. The Parties shall have a continuing obligation to keep one another apprised of the appropriate persons for notices to be sent to pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

- 1) If to the COUNTY:
Miami-Dade Water and Sewer Department
Attn: Director
3071 S.W. 38 Avenue, 5 Floor
Miami, Florida 33146
(786) 552-8200
- 2) To the CITY:
City of North Miami Beach Public Works Department
Attn: Judeen Johnson, Director
17050 NE 19 Avenue, North Miami Beach, Florida 33162
(305) 948-2925

(The remainder of this page was intentionally left blank)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

ATTEST:

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

HARVEY RUVIN
CLERK OF THE BOARD

By: _____
Deputy Clerk

By: _____
County Mayor

Approved as to form and legal sufficiency

Assistant County Attorney

ATTEST

CITY OF NORTH MIAMI BEACH, a municipal
Corporation of the State of Florida

By: Andrise Bernard
Andrise Bernard, CMC
City Clerk

By: Anthony F. DeFillipo
Anthony F. DeFillipo
Mayor

(Affix City Seal)

Approved as to legal form legal sufficiency

[Signature]
City Attorney

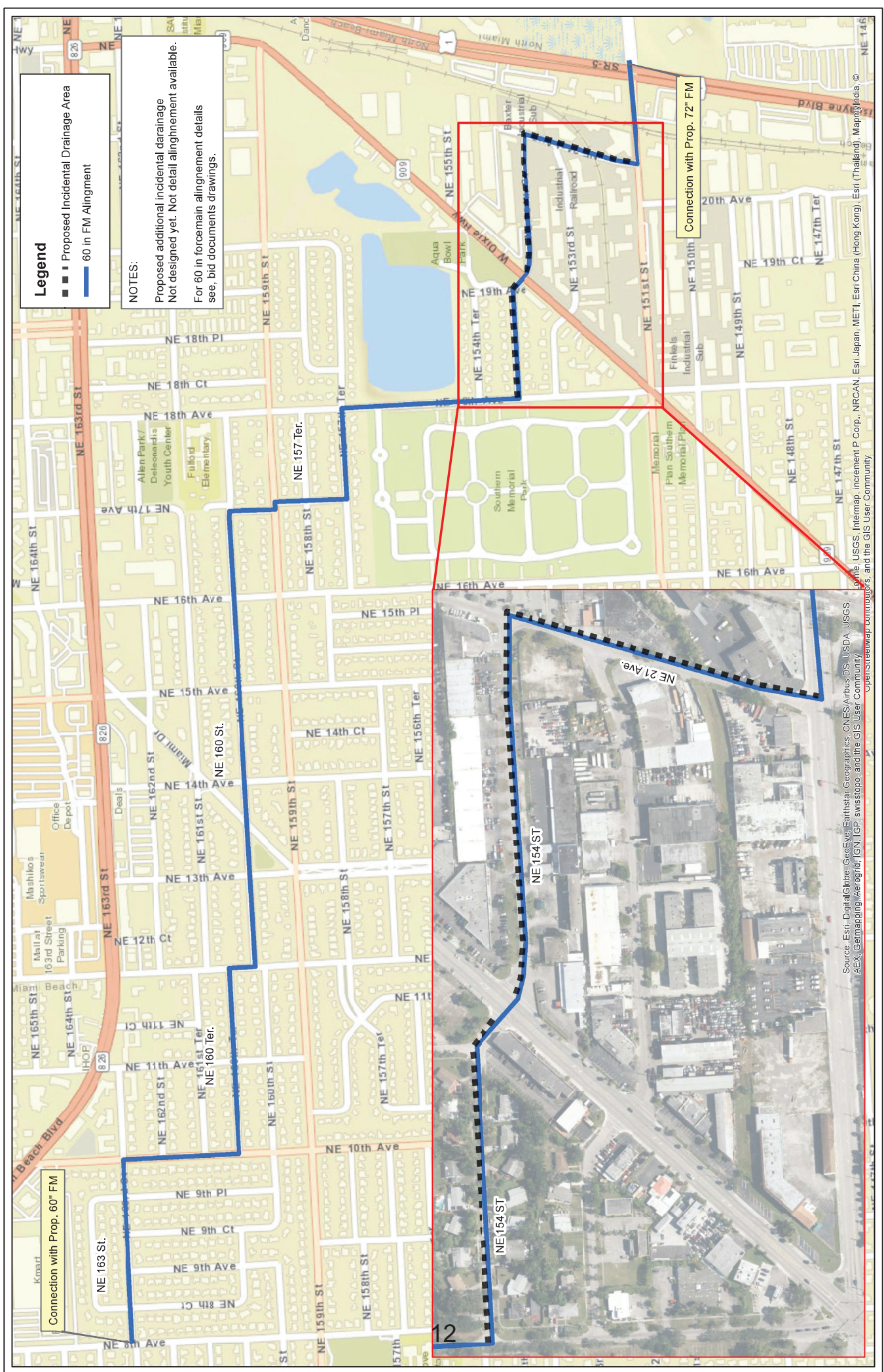


Exhibit B
PRELIMINARY COST ESTIMATE

Project - Furnish and Install 60" PCCCP Force Main from Biscayne Boulevard to NE 8 Avenue, NL -1A Incidental Drainage Improvements

Item	Description	Qty	Units	\$/Units	Total
1	Incidental Drainage Design				\$28,834.01

Item	Description	Qty	Units	\$/Units	Total
1	For furnishing, delivering and installing drainage catch basin	20	EA	\$6,000.00	\$120,000.00
2	For furnishing, delivering and installing 18" HDPE solid storm pipe	500	L.F.	\$60.00	\$30,000.00
3	For furnishing, delivering and installing 18" exfiltration trench	1,000	L.F.	\$120.00	\$120,000.00
4				SUB-TOTAL 1	\$ 270,000.00
5	For costs of any construction permits, inspections, impact fees, environmental reports or marine patrol law enforcement required by governing agencies, if authorized by the Engineer (3% of Subtotal #1)		Dedicated Allowance		\$8,100.00
	Contingency			SUB-TOTAL 2	\$278,100.00
6	For Unforeseeable conditions for minor construction changes (utility relocations) and for quantity adjustments, if ordered by the engineer		Allowance Acc. (10%)		\$27,810.00
7	Construction Bid Amount			TOTAL	\$305,910.00

TOTAL DESIGN AND CONSTRUCTION ESTIMATED COST = \$334,744.01

Notes:

1. PRELIMINARY CONSTRUCTION COST ESTIMATE COST ESTIMATE IS BASED ON PRELIMINARY REVIEW OF AVAILABLE INFORMATION. FINAL ESTIMATE MAY CHANGE DURING THE DESIGN, PERMITTING AND FINAL DESIGN IN ORDER TO REFLECT ACTUAL FIELD AND UNKNOWN SUBSOIL CONDITIONS, POTENTIAL UTILITY CONFLICT, RELOCATION AND ADDITIONAL PERMIT REQUIREMENTS.

RESOLUTION NO. R2020-58

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A JOINT PARTICIPATION AGREEMENT WITH MIAMI-DADE COUNTY WATER AND SEWER DEPARTMENT FOR JOINT ROADWAY AND DRAINAGE IMPROVEMENTS ON NE 154 STREET BETWEEN WEST DIXIE HIGHWAY AND NE 21 AVENUE; AUTHORIZING THE CITY MANAGER TO EXECUTE AND TO EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Miami Dade County Water and Sewer Department (“WASD”) will commence improvements to infrastructure within the city limits of the City North Miami Beach (the “City”), that include the installation of 13,500 linear feet of 60-inch force main Pre-stressed Concrete Cylinder Pipe (PCCP) that will interconnect to an existing 72-inch force main. The pipe will impact several streets within the city limits including sections of NE 154 Street between NE 18 Avenue and NE 21 Avenue and along NE 21 Avenue between NE 154 Street and NE 151 Street; and

WHEREAS, NE 154 Street and NE 21 Avenue are located within the City’s industrial area and do not have any existing drainage structures to support storm runoff; and

WHEREAS, in keeping with the City’s Strategic Plan Mission of providing a safe environment for residents and visitors to the City, and being fiscally responsible, a request is being made to expand the project scope to include storm drainage improvements, that are not part of their project scope, so as to improve infrastructure and minimizing disruption to residents and business owners it is more cost and time effective to undertake the construction activities concurrently; and

WHEREAS, Miami-Dade County is amenable to add such additional work to their project and request that the City enter into a Joint Participation Agreement with Miami Dade County for roadway and drainage improvements on a North Miami Beach owned street (“JPA”); and

WHEREAS, the County has prepared a cost breakdown for the City Project, which estimates that the total City Project cost will be \$334,744.01, inclusive of dedicated and contingency allowances. This project is scheduled to commence in the fall on this fiscal year and the procurement process has commenced; and

WHEREAS, staff recommends that the Commission approve the JPA and authorize to the manager to finalize and expend budgeted funds; and

WHEREAS, the Commission believes that approving the JPA and facilitating the construction of the corresponding improvements are in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA:

Section 1. Recitals. The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. The Joint Participation Agreement between the City and Miami-Dade County Water and Sewer for the construction of certain roadway and drainage improvements on NE 154 Street between West Dixie Highway and NE 21 Avenue, attached hereto as Exhibit “A”, which is incorporated herein and made a part hereof by this reference, is hereby approved.

Section 3. Authorization. The City Manager is authorized to finalize and execute the JPA, subject to approval as to form and legal sufficiency by the City Attorney and expend budgeted funds in furtherance hereof.

Section 4. **Implementation.** The City Manager, City Attorney, and City Clerk are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. **Effective Date.** This resolution shall take effect immediately upon approval.

APPROVED AND ADOPTED by the City of North Miami Beach City Commission
at the regular meeting assembled this 21st day of July, 2020.

ATTEST:



ANDRISE BERNARD, CMC
CITY CLERK

(CITY SEAL)



ANTHONY F. DEFILLIPO
MAYOR

APPROVED AS TO FORM,
LANGUAGE AND FOR EXECUTION



WEISS SEROTA HELFMAN COLE &
BIERMAN, P.L.
CITY ATTORNEY

SPONSORED BY: Mayor and City Commission



MEMORANDUM

(Revised)

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

DATE: March 2, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(O)(2)

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 _____

Agenda Item No. 8(O)(2)
3-2-21

RESOLUTION NO. R-173-21

RESOLUTION APPROVING EXECUTION OF A JOINT PARTICIPATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF NORTH MIAMI BEACH FOR A JOINT UTILITY AND DRAINAGE IMPROVEMENTS PROJECT IN WHICH THE CITY OF NORTH MIAMI BEACH WILL REIMBURSE MIAMI-DADE COUNTY FOR THE COST OF THE CITY'S DRAINAGE IMPROVEMENTS PROJECT IN THE AREA BOUNDED BY BISCAYNE BOULEVARD ALONG N.E. 151 STREET EXTENDING WEST ALONG N.E. 163 STREET AND N.E. 8 AVENUE IN AN AMOUNT ESTIMATED AT \$334,744.01; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND TO EXERCISE THE PROVISIONS CONTAINED THEREIN

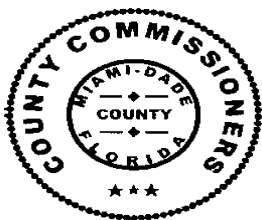
WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves execution of the Joint Participation Agreement between Miami-Dade County and the City of North Miami Beach for a Joint Utility and Drainage Improvements Project, in substantially the form attached hereto and made a part hereof, through which the City of North Miami Beach will reimburse Miami-Dade County for the cost of the City's stormwater drainage improvement project in the area bounded by Biscayne Boulevard and N.E. 151 Street and extending west along N.E. 163 Street and N.E. 8 Avenue in an amount estimated at \$334,744.01; and authorizes the County Mayor or County Mayor's designee to execute the Joint Participation Agreement on behalf of Miami-Dade County and exercise all provisions contained therein.

The foregoing resolution was offered by Commissioner **Joe A. Martinez**,
 who moved its adoption. The motion was seconded by Commissioner **Danielle Cohen Higgins**
 and upon being put to a vote, the vote was as follows:

Jose "Pepe" Diaz, Chairman	aye		
Oliver G. Gilbert, III, Vice-Chairman	aye		
Sen. René García	aye	Keon Hardemon	aye
Sally A. Heyman	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Joe A. Martinez	aye
Kionne L. McGhee	aye	Jean Monestime	aye
Raquel A. Regalado	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 2nd day of March, 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

By: **Melissa Adames**
 Deputy Clerk

Approved by County Attorney as
 to form and legal sufficiency.

Sarah E. Davis

SED