

Date: March 7, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

Agenda Item No. 8(N)(8)

From: Daniella Levine Cava
Mayor



Resolution No. R-178-23

Subject: Joint Participation Agreement between Miami-Dade County and the Village of Key Biscayne to Provide the Village with Funding of \$459,000 for the Construction of Crandon Boulevard Improvements

Executive Summary

The purpose of this item is for the Board of County Commissioners (Board) to approve a Joint Participation Agreement (JPA) with the Village of Key Biscayne (Village) for the County to provide the Village up to \$459,000 in Road Impact Fee (RIF) funds for the construction of roadway improvements to Crandon Boulevard. The need for capacity is a result of increased use/development and is the driver for the project, consistent with RIF requirements. Furthermore, the project was adopted by the Transportation Planning Organization within the Transportation Improvement Plan (TIP).

The improvements consist of the construction of a turn lane along Crandon Boulevard at Harbor Drive and an extension of the existing turn lane along Crandon Boulevard at Key Colony. The project is in line with the Vision Zero program, as the existing configuration includes a wide sidewalk for multi users, an on-road bicycle lane and high emphasis cross walks. Since the overall operation of the intersection will be enhanced, the anticipated improvements in signal timing and reduced congestion which will allow for subsequent potential improvements to the pedestrian phase of the signal, as well as bicycle mobility. The anticipated construction start date is March 2023.

Recommendation

It is recommended that the Board approve the attached resolution authorizing the execution of a JPA between Miami-Dade County and the Village of Key Biscayne for the County to reimburse the Village up to \$459,000 for the construction of a roadway improvement project consisting of the construction of a turn lane along Crandon Boulevard at Harbor Drive and an extension of the existing turn lane along Crandon Boulevard at Key Colony.

Scope

The Project is in District 7, which is represented by Commissioner Raquel A. Regalado.

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 total construction cost estimate for the project is \$494,071 (this amount includes a 10% contingency). The County's funding obligation of \$459,000 will be provided by Road Impact Fee District 2 funds. Any additional expenses, including the possible contingency costs, will be the responsibility of the Village of Key Biscayne. The Project 3005311 – Intersection Improvement at Crandon Blvd. and Harbor Dr. is under Program 2000000536 – Intersection Improvements – Countywide in the County's FY 2022-23 Adopted Budget and Multi-Year Capital Plan. The balance of the project's construction costs will be provided by the Village.

Track Record/Monitor

The County will utilize the resources of the Village to design the project on a reimbursable basis. Quarterly disbursement of County funds to the Village shall be based upon Village submissions with certified copies of paid contractor invoices.

The project will be assigned to Rene Idarraga, P.E., Chief, Construction Division, Department of Transportation and Public Works (DTPW), who will oversee construction inspections conducted by DTPW before the release of construction funds is recommended. The work covered under this JPA has been reviewed by the County's Internal Services Department, Small Business Development Division. The project has a race neutral aspirational 23.90% DBE-Construction goal.

Background

The Crandon Boulevard roadway improvement project will benefit the Village residents and visitors by relieving traffic congestion along Crandon Boulevard while enhancing safety. The project includes the construction of a turn lane at Crandon Boulevard at Harbor Drive and an extension of the existing turn lane along Crandon Boulevard at Key Colony, including the following work that is part of the roadway construction:

- Signal head relocation;
- Signage;
- Pavement markings;
- Drainage structure adjustments; and
- Light pole relocation.

On September 21, 2022, the Village Council adopted Resolution No. 21-1750 approving this JPA. The Village will implement a Public Involvement Plan (PIP) during the design and construction of the project to provide information to property owners, tenants, and area residents for major work to be performed in the area. If the project requires the acquisition of additional right-of-way, the Village shall acquire such right-of-way to complete the project at no cost to the County. The anticipated construction start date is March 2023.



Jimmy Morales
Chief Operations Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: March 7, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(N)(8)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ 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(N)(8)
3-7-23

RESOLUTION NO. R-178-23

RESOLUTION APPROVING A JOINT PARTICIPATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE VILLAGE OF KEY BISCAZYNE TO PROVIDE THE VILLAGE OF KEY BISCAZYNE WITH FUNDING IN AN AMOUNT UP TO \$459,000.00 FOR THE CONSTRUCTION OF THE CRANDON BOULEVARD ROADWAY IMPROVEMENT 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; and

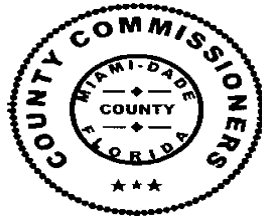
WHEREAS, both the Village of Key Biscayne and Miami-Dade County wish to facilitate a roadway improvement project to construct a turn lane along Crandon Boulevard at Harbor Drive and extend the existing turn lane along Crandon Boulevard at Key Colony,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Joint Participation Agreement between Miami-Dade County and the Village of Key Biscayne providing up to \$459,000.00 to the Village of Key Biscayne for eligible expenses incurred in the design of these improvements, 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 **Anthony Rodriguez** , who moved its adoption. The motion was seconded by Commissioner **Marleine Bastien** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	absent
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 7th day of March, 2023. 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

LUIS G. MONTALDO, CLERK AD INTERIM

Basia Pruna

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in dark ink, appearing to be "EWG", written over a horizontal line.

Eduardo W. Gonzalez

**JOINT PARTICIPATION AGREEMENT
BETWEEN MIAMI-DADE COUNTY AND THE VILLAGE OF KEY BISCAYNE
CRANDON BOULEVARD IMPROVEMENTS**

This AGREEMENT, made and entered into this _____ day of _____, 2022, by and between the VILLAGE OF KEY BISCAYNE, FLORIDA, a municipal corporation of the STATE OF FLORIDA, hereinafter referred to as the "Village", and MIAMI-DADE COUNTY, a political subdivision of the STATE OF FLORIDA, hereinafter referred to as the "County".

WITNESSETH

WHEREAS, both parties herein wish to facilitate the construction of a road improvement project in MIAMI-DADE COUNTY, hereinafter referred to as the "Project" described as follows:

Construction of a turn lane at Crandon Boulevard at Harbor Drive and an extension of the existing turn lane at Crandon Boulevard at Key Colony, which shall include the following work that is incidental to the roadway construction: signal head relocation, signage and pavement marking, drainage structure adjustments, and one light pole relocation; and

WHEREAS, the County wishes to utilize the resources of the Village to contract and construct the Project, subject to the terms and conditions of this Agreement;

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

1. RESPONSIBILITIES OF VILLAGE:

- 1.1. Recitals:** The recitals are true and correct and are incorporated herein by this reference to form a part of this Agreement.
- 1.2. Effective Date:** This Agreement shall become effective on the date upon which the resolution adopted by the Board of County Commissioners approving this Agreement becomes effective.
- 1.3. Design:** The Village shall complete at its sole expense, the construction plans, technical specifications, special provisions, pay items and cost estimates for the Project in accordance with standard Florida Department of Transportation, County, and/or Village, as applicable, design criteria, to the satisfaction of the County Department of Transportation and Public Works (DTPW) Director. The Village's design consultant shall be made available to the County at the Village's expense solely to review shop drawings and perform required post-design services, limited to Project design.
- 1.4. Permits and Approvals:** The Village shall obtain all necessary permits, including any permits required by the County, and utility adjustments; and coordinate the review of construction documents by utilities and permitting agencies. The Village shall make all necessary adjustments as required for approval and/or permitting by those agencies. The Village shall obtain all necessary permits, and utility adjustments for the Project in accordance with applicable state, federal and local laws and ordinances. The Village shall not pay for any permits required by the County DTPW.

- 1.5. **Right-of-Way**: The Village shall acquire at its sole expense, any right-of-way that is required to complete the construction of the Project.
- 1.6. **Public Information and Involvement**: The Village will implement a Public Involvement Plan (PIP) during the design and construction of the Project to provide information to property owners, tenants, and area residents, including but not limited to: public meetings, Project documentation and flyers, business signs, directional parking signs, and schedules for major work to be performed in the area. Appropriate investigation of the Project stakeholders shall be used to develop the goals and objectives to implement the PIP. The Village shall submit a copy of the PIP to the County DTPW Director for review and concurrence prior to its implementation.

Projects that exceed \$1,000,000.00 in construction costs shall comply with the process and guidelines for the preparation and implementation of PIPs as established by Miami-Dade County Implementing Order 10-13.

- 1.7. **Publicity**: By the acceptance of these funds, the Village agrees that the Project elements funded by this Agreement shall recognize and adequately reference the County as a funding source. The Village shall ensure that all publicity, public relations, advertisements and signs recognizes and references the County for the support of all contracted activities. This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationery. The use of the official County logo is permissible for the publicity purposes stated herein. The Village shall submit

sample or mock-up of such publicity or materials to the County for review and approval. The Village shall ensure that all media representatives, when inquiring about the activities funded by this Agreement, are informed that the County is its funding source.

- 1.8. Accounting:** The Village shall at all times maintain separate accounting for the costs of the Project so those costs may be independently verified and audited by the County, at the request and cost of the County. The Village agrees to permit the County auditors to inspect the books, records and accounts of the Project for three (3) years after completion of the Project. These records shall be made available to the County for inspection within ten (10) business days upon written receipt of a written request from the County.
- 1.9. Construction:** The Village shall procure the services of a licensed contractor holding an engineering contractor's license to construct the Project. The Village may award the contract through any available lawful means, in accordance with Section 255.20, Florida Statutes, which in the Village's discretion, affords the most competitive price for construction of the Project and which may include, but is not limited to, bid solicitation, request for proposals, the award of a change order on existing Village contract(s), or the extension of unit-prices provided in connection with prior competitive bid awards. Notwithstanding any provision to the contrary, the Village shall comply with all applicable County contract compliance and oversight measures relating to the expenditure of County funds, in accordance with Section 6 of this Agreement, and include such requirements in all

solicitations. Prior to the advertisement to solicit a licensed contractor to construct the Project, the Village shall forward to the County DTPW Capital Improvements Division all necessary documentation to review for the application of Small Business Enterprise (SBE) measures, Wage and Workforce requirements. In turn DTPW, will obtain concurrence from Small Business Development (SBD).

The construction contract shall also contain a requirement that the contractor(s) provide a payment and performance bond at least in the amount and form required by state law naming the County and Village as joint obligees or joint contracting public entities. The construction contract shall contain a contingency amount to address unforeseen conditions and owner required changes which shall not exceed ten percent (10%) of the base amount of the contract, unless otherwise approved in writing by designated representatives of the County and Village. The commitment for the expenditures of any contingency funds shall not be made by the Village without the prior written approval of the County DTPW Director. The County shall respond, in writing, within thirty (30) business days of receiving written requests from the Village to approve the commitment of contingency funds.

Subsequent to the evaluation of bids or proposals by the Village and the Village's determination of the most advantageous bid or proposal, the Village shall provide said evaluation to the County DTPW Director for review and approval. SBD shall also be required to conduct a Pre-award Compliance review to determine the bidders' compliance with the SBE measures prior to

the Village awarding the contract. Final commitment of County funds for the Project shall occur upon approval of the contract award recommendation by the County DTPW Director. The County agrees that the selection, retention and discharge of such contractor shall be the responsibility of the Village.

1.10. Claims and Change Orders: The Village shall notify the County DTPW Director in writing when claims or change orders arise. The Village shall also invite the County to participate in negotiations of these claims and change orders. The County shall review and make a determination or approval of all change orders or supplemental agreements, permits, modifications of plans, or other requests for approvals submitted by the Village. SBD shall also be notified of any change orders to evaluate the applicability of SBE measures.

1.11. Construction Administration and Inspection: The Village shall exercise all responsibilities of the owner under the construction contract, including construction administration and inspections. The Village may delegate this function to an authorized agent or Construction Engineering Inspection consultant. The County's inspector shall have an oversight role in the routine daily inspections. In the case of a disagreement over the interpretation of the plans, the County DTPW Director shall have final authority subsequent to an independent final inspection by the County. The Village's designated representative and the County's designated representative shall jointly perform the inspection of the Project which immediately precedes substantial completion. The Village shall certify upon completion that the Project has been constructed pursuant to the design plans, specifications and approved

change orders. Final payment to the Village and obligation of maintenance responsibility to the parties shall be subject to the final acceptance of the Project by the County DTPW Director.

1.12. Coordination with Miami-Dade County Public Schools: Due to potential safety, operational and bus transportation impacts, the Village shall coordinate with Miami-Dade County Public Schools staff to implement maintenance of traffic measures.

1.13. Nondiscrimination: During the performance of this Agreement, the Village agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Agreement, the Village attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Village or any owner, subsidiary or other firm affiliated with or related to the Village is found by the

responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Agreement void. This Agreement shall be void if the Village submits a false affidavit pursuant to this Resolution or the Village violates the Act or the Resolution during the term of this Agreement, even if the Village was not in violation at the time it submitted its affidavit. The provisions of Section 1.13 shall be included in any agreement between the Village and any consultant and/or contractor performing work on this Project.

2. RESPONSIBILITIES OF COUNTY:

- 2.1. Funding Amount, Reimbursement of Project Costs:** The construction cost estimate for the Project is \$494,071 (this amount includes ten percent (10%) contingency). Subject to and contingent upon the Board of County Commissioners' and the Transportation Planning Organization's review and approval process pursuant to Chapter 33E of the Code of Miami-Dade County, Florida, the County agrees to provide funds up to \$459,000 for eligible costs, as defined herein, incurred by the Village for the construction of the Project. The County shall disburse to the Village funds for the Project in the manner set forth in Section 4. The County shall incur no liability for any costs in excess of said funding amount unless there has been a duly authorized increase approved by Miami-Dade Board of County Commissioners.

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

<u>Funding Amount</u>	<u>Funding Source</u>	<u>County Fiscal Year of Commitment</u>
\$459,000	Road Impact Fee District 2	2022-2023

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

3. ELIGIBLE COSTS: The parties agree that only the below identified costs that may be incurred by the Village and that are directly related to the Project are eligible for reimbursement, provided adequate documentation accompanies the reimbursement request in the form of approved invoices, verified payment requests, documented journal entries, and/or check vouchers. For purposes of this Agreement, eligible costs are further defined as those pertaining to the construction of Project elements that are the standard items normally provided for by the County in County road improvement projects, and not the enhancement of standard items, or the

incorporation of items which are in addition to those standard items. The County shall not be assumed to be liable to provide reimbursement for the design, construction or maintenance of such items that do not conform to this section of the Agreement. If enhancements to standard items are constructed in this Project, the Village may request County reimbursement only to a maximum amount corresponding to that which would be expended in providing the normal standard version of that item for a project of the same scope. The parties further agree that eligible costs will not include fees for construction management, construction inspections, and project management.

4. **SCHEDULE AND MANNER OF REIMBURSEMENTS:** Upon execution of the Agreement, the Village shall furnish the County with a copy of the estimated budget for the Project, and will similarly furnish the County with any and all revisions thereto. At the time of contract award for this Project, the Village shall submit the Estimated Quarterly Construction Payout Schedule for the Project to the County DTPW Director. Quarterly disbursement of County funds to the Village shall be based upon Village invoices with certified copies of paid contractor invoices attached and shall not include any other charges. The Village acknowledges that a delay in the County's processing of invoices may occur if subcontractor reporting required by County Code is not current, as reflected in the County's Business Management Workforce System (see Section 6 of this Agreement). Final invoice shall be submitted 120 working days after Contractor receives final acceptance from the Village. The County may elect to terminate this Agreement due to the Village's failure to invoice and close the Project and any funds left from the County's funding

commitment pursuant to Section 2.1 will become available to be redirected for any expenditure that the County shall determine.

5. **COMPLIANCE WITH LAWS**: The parties shall comply with applicable federal, state and local laws, codes, ordinances, rules and regulations in performing their respective duties, responsibilities, and obligations pursuant to this Agreement and with all applicable laws relating to the Project. The parties shall not unlawfully discriminate in the performance of their respective duties under this Agreement.

6. **SMALL BUSINESS, WAGE, AND WORKFORCE PROGRAMS COMPLIANCE**

AND OVERSIGHT: Whenever County funds are used, the Village agrees to comply with applicable County regulations, including but not limited to, the Small Business Enterprise (SBE) Goods Program, the SBE Services Program, the SBE Architecture and Engineering Program, the SBE Construction Services Program, the Community Workforce Program (CWP), the Resident First Training and Employment Program (RFTE), and the Responsible Wages and Benefits Ordinance, Section 2-11.16 of the County Code. The program provisions are available at: <https://www.miamidade.gov/smallbusiness/business-development-legislation.asp>.

Specifically, the Village agrees to abide by the applicable contract measure recommendation(s) established by the County's SBD Division Project Worksheet for the participation of specified business entities and/or trades and for Wage and Workforce requirements, as administered by SBD. The County's web-based Business Management Workforce System (BMWS) shall be utilized to comply with SBE, wage, and workforce programs and Subcontractor reporting requirements (<http://mdcsbd.gob2g.com>). SBD shall have the right to oversee and perform

compliance monitoring, including but not limited to, the right to audit and to require reports and documentation related to the Miami-Dade County Code and Implementing Orders. Failure to comply with the requirements of the executed Agreement by the Village, the County will withhold payment in the amount equivalent to the fines which will be assessed against a private contractor.

7. **PROJECT SIGNAGE**: The County shall furnish and install a Project sign in each direction of traffic indicating that this Project is being funded by Road Impact Fees, in coordination with the Village, in proximity to the start/end of the Project limits. Should Maintenance of Traffic (MOT) signage be required as part of the work, the Project sign shall be placed an appropriate distance before the MOT signage range. The Project signs shall remain in place for the duration of the work or as directed by the Project engineer.

8. **INDEMNIFICATION**: To the extent authorized by Florida law, the Village hereby agrees to indemnify, defend, save and hold harmless the County to the extent of all the limitations included with Section 768.28, Florida Statutes, from all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of or due to the breach of this Agreement by the Village, its agents or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the County for its sole negligence or breach of contract.

To the extent authorized by Florida law, the County hereby agrees to indemnify, defend, save and hold harmless the Village to the extent of all the limitations included in Section 768.28, Florida Statutes, from all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of or due to the

breach of this Agreement by the County, its agents or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the Village for its sole negligence or breach of contract.

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

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

10. TERMINATION AND DEFAULT: If the Village fails to issue a Notice to Proceed (NTP) for the construction of the Project by December 31, 2022 (NTP Deadline), the County shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Village of a requirement that an NTP for the construction of the Project

be issued by a new date to be set by the County. If the County elects to terminate the Agreement due to the Village's failure to issue an NTP by the NTP Deadline, the funds provided in Section 2.1 for this Project will become available to be redirected for any expenditure that the County shall determine.

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

12. 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 Village or County elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) business days after the finding by the court becomes final.

13. NOTICES: Any and all notices required to be given under this Agreement shall be sent by first class mail, addressed as follows:

To the County:

Attention: Director, Department of Transportation and Public Works
Miami-Dade County
701 NW 1 Court, Suite 1700
Miami, Florida 33136
(786) 469-5406

To the Village:

Attention: Steven C. Williamson
Village Manager

Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, Florida 33149
(305) 365-5511

14. 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto set their hands and official seals the day and year first above written,

ATTEST:

HARVEY RUVIN
CLERK OF THE BOARD

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

BY: _____
Deputy Clerk

BY: _____
County Mayor or County Mayor's Designee

Approved by County Attorney
as to form and legal sufficiency _____
Assistant County Attorney

ATTEST:

VILLAGE OF KEY BISCAYNE, a municipal
corporation of the State of Florida

BY: Joulyn B. Koch
Village Clerk

BY: [Signature]
Village Manager

(Affix Village Seal)



Approved by Village Attorney
as to form and legal sufficiency _____
Village Attorney