

MEMORANDUM

Agenda Item No. 8(N)(2)

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

DATE: March 7, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving
a Joint Participation Agreement
between Miami-Dade County
and the Town of Miami Lakes to
provide the Town of Miami
Lakes with funding in an amount
up to \$1,897,638.00 for the
construction of the NW 59
Avenue Roadway Extension
Project; and authorizing the
County Mayor to execute the
same and exercise the provisions
contained therein

Resolution No. R-172-23

The accompanying resolution was prepared by the Transportation and Public Works Department and placed on the agenda at the request of Prime Sponsor Senator René García.


Geri Bonzon-Keenan
County Attorney

GBK/ks

Memorandum



Date: March 7, 2023

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

From: Daniella Levine Cava 
Mayor

Subject: Joint Participation Agreement between Miami-Dade County and the Town of Miami Lakes to Provide the Town with Funding of up to \$1,897,638 for the Construction of NW 59 Avenue Roadway Extension Project

Executive Summary

The purpose of this item is for the Board of County Commissioners (Board) to approve a Joint Participation Agreement (JPA) with the Town of Miami Lakes (Town) for the County to provide the Town up to \$1,897,638 in Road Impact Fee (RIF) funds for the construction of roadway improvements to NW 59 Avenue. The improvements consist of the construction of an extension of NW 59 Avenue over the C-8 Canal south to NW 151 Street. The project is in line with the Vision Zero program as the proposed configuration includes wide sidewalks for multi-users, an on-road bicycle lane in both directions, and a crosswalk. The project is essential to reduce traffic congestion on surrounding areas and expand multi-modal connectivity by yielding positive impacts on all modes of transportation. The need for capacity as a result of increased use/development is the reason for the project, consistent with RIF requirements. Furthermore, the project was adopted by the Transportation Planning Organization within the Transportation Improvement Plan (TIP). This project aims to maximize vehicular and pedestrian safety. 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 Town of Miami Lakes for the County to reimburse the Town up to \$1,897,638 for a roadway improvement project consisting of the construction of the extension of NW 59 Avenue over the C-8 Canal south to NW 151 Street.

Scope

The Project is located in District 13, which is represented by Commissioner René García.

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 construction cost estimate for the project is \$3,220,740.79 (this amount includes a 10% contingency). The County's funding obligation of \$1,897,638 will be provided by Road

Impact Fee District 3 funds. Any additional expenses, including the possible contingency costs, will be the responsibility of the Town of Miami Lakes. The Project No. 3003383 – New Two Lanes on NW 59 Avenue from NW 151 Street to C-8 canal is under Program No. 2000000540 – Road Widening – 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 Town.

Track Record/Monitor

The County will utilize the resources of the Town to design the project on a reimbursable basis. Quarterly disbursement of County funds to the Town shall be based upon the Town’s submissions with certified copies of the 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 10.65% DBE- Construction goal.

Background

The north and east portions of the Town are only connected through NW 57th Avenue and Miami Lakes Drive and this lack of connectivity has generated significant traffic challenges. The project includes the construction of a roadway inclusive of a bridge from north of the C-8 canal to NW 151 Street. The NW 59 Avenue roadway improvement project will benefit the Town residents and visitors by relieving traffic congestion along NW 57 Avenue while enhancing pedestrian and bicyclist safety and economic growth to businesses and industries of the area. Additional connectivity along NW 59 Avenue will provide new route opportunities to existing Metrobus Routes #29 and #75 that service the area.

On June 8, 2021, the Town Council adopted Resolution No. 21-1750 approving this JPA. The Town will implement a Public Involvement Plan 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 Town 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)(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(N)(2)
3-7-23

RESOLUTION NO. R-172-23

RESOLUTION APPROVING A JOINT PARTICIPATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF MIAMI LAKES TO PROVIDE THE TOWN OF MIAMI LAKES WITH FUNDING IN AN AMOUNT UP TO \$1,897,638.00 FOR THE CONSTRUCTION OF THE NW 59 AVENUE ROADWAY EXTENSION 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

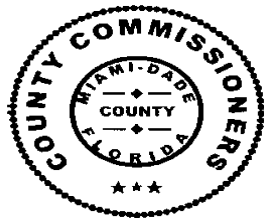
WHEREAS, both the Town of Miami Lakes and Miami-Dade County wish to facilitate a roadway improvement project to extend NW 59 Avenue over the C-8 Canal south to NW 151 Street,

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 Town of Miami Lakes providing up to \$1,897,638.00 to the Town of Miami Lakes for eligible expenses incurred in the construction 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

By: **Basia Pruna**
 Deputy Clerk

Approved by County Attorney as
 to form and legal sufficiency.

Eduardo W. Gonzalez

**JOINT PARTICIPATION AGREEMENT
BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF MIAMI LAKES
NW 59 AVENUE ROADWAY EXTENSION**

This AGREEMENT, made and entered into this _____ day of _____, 2022, by and between the TOWN OF MIAMI LAKES, FLORIDA, a municipal corporation of the STATE OF FLORIDA, hereinafter referred to as the "Town", 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:

The construction of a roadway project extending NW 59 Avenue over the C-8 Canal south to NW 151 Street; and

WHEREAS, the Town was awarded County Incentive Grant Program (CIGP) funds by the Florida Department of Transportation (FDOT) for the Project; and

WHEREAS, the County wishes to utilize the resources of the Town 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 TOWN:

- 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 Town 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 FDOT, County, and/or Town, as applicable, design criteria, to the satisfaction of the County Department of Transportation and Public Works (DTPW) Director. The Town's design consultant shall be made available to the County at the Town's expense solely to review shop drawings and perform required post-design services, limited to Project design.
- 1.4. **Permits and Approvals:** The Town 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 Town shall make all necessary adjustments as required for approval and/or permitting by those agencies. The Town shall obtain all necessary permits, and utility adjustments for the Project in accordance with applicable state, federal and local laws and ordinances. The Town shall not pay for any permits required by the County DTPW.
- 1.5. **Right-of-Way:** The Town 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 Town 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 Town 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 Town agrees that the Project elements funded by this Agreement shall recognize and adequately reference the County as a funding source. The Town 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 Town shall submit sample or mock-up of such publicity or materials to the County for review and approval. The Town 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 Town 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 Town agrees to permit the County auditors to inspect the books, records and accounts of the Project for five (5) 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 Town shall procure the services of a licensed contractor holding an engineering contractor's license to construct the Project. The Town may award the contract through any available lawful means, in accordance with Section 255.20, Florida Statutes, which in the Town'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 Town contract(s), or the extension of unit-prices provided in connection with prior competitive bid awards. Notwithstanding any provision to the contrary, the Town shall comply with all applicable FDOT and County contract compliance and oversight measures relating to the expenditure of FDOT and 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 Town shall forward to the County DTPW Capital Improvements Division, and to the FDOT all necessary documentation to request concurrence to advertise.

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 FDOT, County and Town 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 Town. The commitment for the expenditures of any contingency funds shall not be made by the Town 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 Town to approve the commitment of contingency funds.

Subsequent to the evaluation of bids or proposals by the Town and the Town's determination of the most advantageous bid or proposal, the Town shall provide said evaluation to the FDOT and to the County DTPW Director for review and approval. Final commitment of County funds for the Project shall occur after approval of FDOT and 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 Town.

- 1.10. Claims and Change Orders:** The Town shall notify the County DTPW Director in writing when claims or change orders arise. The Town 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 Town and previously approved by the FDOT.

1.11. Construction Administration and Inspection: The Town shall exercise all responsibilities of the owner under the construction contract, including construction administration and inspections. The Town 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 Town's designated representative and the County's designated representative shall jointly perform the inspection of the Project which immediately precedes substantial completion. The Town shall certify upon completion that the Project has been constructed pursuant to the design plans, specifications and approved change orders. Final payment to the Town 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 Town 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 Town 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 Town 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 Town or any owner, subsidiary or other firm affiliated with or related to the Town 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 Town submits a false affidavit pursuant to this Resolution or the Town violates the Act or the Resolution during the term of this Agreement, even if the Town 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 Town 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 \$3,220,740.79 (this amount includes ten percent (10%) contingency). The County agrees to provide funds up to \$1,897,638.00 for eligible costs, as defined herein, incurred by the Town for the construction of the Project. The County shall disburse to the Town 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>
<u>\$949,000.00</u>	Road Impact Fee District 3	2024-2025
<u>\$948,638.00</u>	Road Impact Fee District 3	2025-2026

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 Town Mayor and the County Mayor or County Mayor's designee without the need for approval by the Town 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 Town 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 Town 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 Town 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 Town shall submit the Estimated Quarterly Construction Payout Schedule for the Project to the County DTPW Director. Quarterly disbursement of County funds to the Town shall be based upon Town invoices with certified copies of paid contractor invoices attached and shall not include any other charges. The Town 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 Town. The County may elect to terminate this Agreement due to the Town'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. **DISADVANTAGE BUSINESS ENTERPRISE PROGRAM, WAGES, AND WORKFORCE PROGRAMS COMPLIANCE:** Whenever federal or state funds are used, the Town agrees to comply with applicable regulations, including but not limited to, a race neutral Disadvantaged Business Enterprise (DBE) current

statewide aspirational goal. The Contractor shall comply with the requirements pursuant to 49 Code of Federal Regulations (CFR) Part 26. Due to the inclusion of FDOT funds the following County programs are not applicable: 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). The applicable wages are the latest version of the U.S. Department of Labor (DOL) Davis Bacon Wage Determination, Construction Type: Highway, which is subject to modifications pursuant to 29 CFR 1.6. A copy of the Davis-Bacon Wage Determination for the work can be obtained from the DOL website at <http://www.wdol.gov/dba.aspx>. Contractor must comply with the minimum rates for wages for laborers and mechanics as determined by the Secretary of Labor in accordance with the provisions of the Davis-Bacon and Related Acts. Specifically, the Town agrees to abide by the applicable contract measure recommendation(s) enclosed in the County's Small Business Development Division Project Worksheet.

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 Town, 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 and subject to the express limitations and amounts set forth in Section 768.28, Florida Statutes, the Town hereby agrees to indemnify, defend, save and hold harmless the FDOT and the County 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 Town, 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 and subject to the express limitations and amounts set forth in Section 768.28, Florida Statutes, the County hereby agrees to indemnify, defend, save and hold harmless the Town 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 Town for its sole negligence or breach of contract.

In the event of breach or non-performance by the persons selected by the Town to perform the work, the Town 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 Town, at its option, pursues such claims, actions or causes of action through arbitration, administrative proceeding or lawsuit. The Town 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 Town shall be returned to the Town 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 Town fails to issue a Notice to Proceed (NTP) for the construction of the Project by January 31, 2023 (NTP Deadline), the County shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Town 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 Town'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 Town 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 Town:

Attention: Edward Pidermann
Town Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
(305) 364-6100, ext. 1134

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

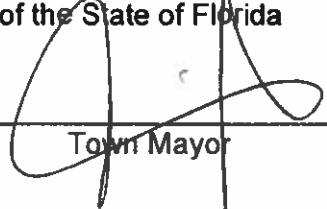
BY: _____
County Mayor or County Mayor's Designee

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

ATTEST:

TOWN OF MIAMI LAKES, a municipal
corporation of the State of Florida

BY:  _____
Town Clerk

BY:  _____
Town Mayor

(Affix Town Seal)

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

RESOLUTION NO. 21-1750

A RESOLUTION OF THE TOWN OF MIAMI LAKES, TOWN COUNCIL, APPROVING AN JOINT PARTICIPATION AGREEMENT WITH MIAMI-DADE COUNTY FOR ROAD IMPACT FEE DOLLARS; PROVIDING THE MANAGER WITH AUTHORITY TO EXECUTE JOINT PARTICIPATION AGREEMENT; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Miami-Dade County (the "County") collects road impact fee dollars from new development in order to mitigate the potential negative effects on local road-ways; and

WHEREAS, road impact fee dollars collected by projects in the Town of Miami Lakes (the "Town") are reinvested on road infrastructure within the County's Road Impact Fees District 3 road system; and

WHEREAS, the Town is currently designing and planning a N.W. 59th Avenue roadway project that will provide a necessary vehicular roadway artery in the isolated Northeast corner of the Town of Miami Lakes (the "Town"); and

WHEREAS, during the year 2019, the Town explored the possibility of using district 3 road impact dollars to provide partial funding for the construction of the N.W. 59th Avenue roadway; and

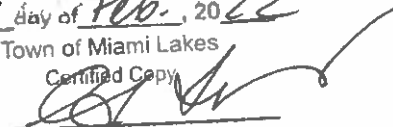
WHEREAS, in order to qualify for use of road impact fee dollars, the Town was required to submit a traffic study; and

WHEREAS, the County accepted the Town's traffic study and agreed with its conclusions regarding the need for the 59th Avenue road project; and

WHEREAS, the Town has requested One Million Eight Hundred Ninety Seven Thousand Six Hundred Thirty Eight Dollars and 00/100 (\$1,897,638.00) of road impact fee dollars from the County in order to provide funding for the construction phase of the 59th Avenue road project; and

WHEREAS, on March 18, 2021, the Transportation Planning Organization of the County voted to approve the allocation of One Million Eight Hundred Ninety Seven Thousand Six

MDC023

16 day of Feb. 2022
Town of Miami Lakes
Certified Copy


Hundred Thirty Eight Dollars and 00/100 (\$1,897,638.00) to assist the Town with the construction of the 59th Avenue road project; and

WHEREAS, the Joint Participation Agreement included in Exhibit "A," will allow the Town of Miami Lakes to use collected road impact dollars towards the construction of N.W. 59th Avenue; and

WHEREAS, the Town Manager seeks authority to execute the Joint Participation Agreement, in substantially the same form as included in Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

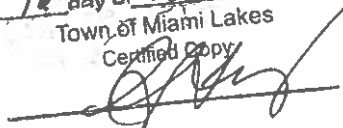
Section 1. Recitals. The foregoing Recitals are true and correct and incorporated herein by this reference.

Section 2. Approval of Miami-Dade County's Joint Participation Agreement. The Town Council hereby approves the Joint Participation Agreement with Miami-Dade County with substantially the same terms and substantially in the same form as attached hereto in Exhibit "A."

Section 3. Town Manager Authority. The Town Manager and, or his delegate, are authorized to execute the Joint Participation Agreement with Miami-Dade County, in substantially the same form as attached hereto in Exhibit "A," and any other amendments, modifications or other document necessary to effectuate the Joint Participation Agreement as attached hereto.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

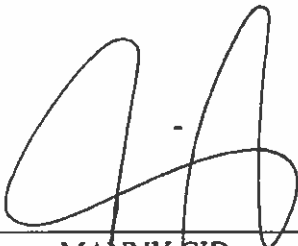
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16 day of Feb, 2022
Town of Miami Lakes
Certified Copy


Passed and adopted this 8th day of June 2021

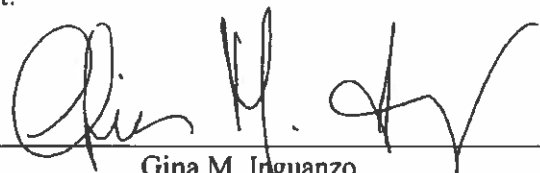
The foregoing resolution was offered by Councilmember Dieguez who moved its adoption. The motion was seconded by Councilmember Rodriguez and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	yes
Vice Mayor Luis E. Collazo	yes
Councilmember Carlos O. Alvarez	yes
Councilmember Josh Dieguez	yes
Councilmember Tony Fernandez	yes
Councilmember Jeffrey Rodriguez	yes
Councilmember Marilyn Ruano	yes



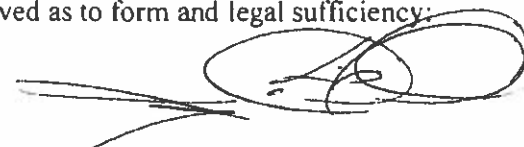
MANNY CID
MAYOR

Attest:



Gina M. Inganzo
TOWN CLERK

Approved as to form and legal sufficiency:



Raul Gastesi, Jr.
Gastesi, Lopez and Mestre, PLLC
TOWN ATTORNEY

16 Feb. 22
Town of Miami Lakes
Certified
