

MEMORANDUM

Agenda Item No. 8(O)(2)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: February 4, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving a Joint Participation Agreement for the Enhancement of NW 106 Terrace/Street and resurfacing improvements as Part of WASD Project W-943 between Miami-Dade County and the Town of Medley for a road restoration and resurfacing improvements project along N.W. 106 Street and N.W. 107 Avenue; authorizing the County Mayor to execute the Joint Participation Agreement; and authorizing the County Mayor to exercise any provisions contained therein

Resolution No. R-126-25

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



Geri Bonzon-Keenan
County Attorney

GBK/jp

Memorandum



Date: February 4, 2025

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Resolution approving a Joint Participation Agreement between Miami-Dade County and the Town of Medley for a Joint Road Restoration and Resurfacing Improvement Project along N.W. 106 Street and N.W. 107 Avenue

Executive Summary

This item seeks approval from the Board of County Commissioners (the "Board") to execute a Joint Participation Agreement for the Enhancement of NW 106 Terrace/Street and Resurfacing Improvements as Part of WASD Project W-943 (the "JPA") between Miami-Dade County (the "County") and the Town of Medley (the "Town"), which involves road restoration and resurfacing improvements along N.W. 106 Street and N.W. 107 Avenue.

As part of Contract No. S-943, the Miami-Dade Water and Sewer Department ("WASD") is currently upgrading its water facilities located in the Town, including the installation of a 36-inch ductile iron water main along N.W. 106 Street from N.W. 107 Avenue to N.W. South River Drive (the "WASD Project"). The scope of services for the WASD Project also includes road restoration and resurfacing improvement that will be completed by the County's Department of Transportation and Public Works ("DTPW") pursuant to an Interdepartmental Memorandum of Agreement ("MOA") between the two County departments. The Town has identified an area that is not part of the WASD Project but needs road restoration as a result of extended use of the roadway as a detour route for heavy vehicular traffic used for the WASD Project and has requested that road restoration be done for this additional area, at the Town's cost, while DTPW is doing the road restoration work on the WASD Project.

Recommendation

It is recommended that the Board approve the attached resolution authorizing the execution of a JPA between the County and the Town to enter into a joint roadway improvement project (the "Town Project"). The Town will reimburse the County an estimated amount of \$95,905.00 for the road restoration and resurfacing improvements located along N.W. 106 Street from N.W. 107 Avenue to N.W. South River Drive. A copy of the JPA is attached hereto as Exhibit "1".

Scope

The project is located at N.W. 106 Street from N.W. 107 Avenue to N.W. South River Drive in the Town of Medley in Commission District 12, which is represented by Commissioner Juan Carlos Bermudez.

Fiscal Impact/Funding Source

There is no fiscal impact to the County associated with this JPA. No County funds will be utilized for the Town Project.

Track Record/Monitor

WASD Assistant Director of Utility Construction, Juan Curiel, P.E., will oversee implementation of this JPA.

Delegated Authority

Upon approval of this item, the County Mayor or County Mayor's designee will have the authority to execute the attached JPA and to exercise all provisions contained herein.

Background

WASD operates and maintains various water and wastewater facilities, including but not limited to, gravity sewer pipes, pump stations, reclaimed water pipes, valves, valve covers, manholes, access covers, water pipes, sanitary sewage pipes, meters, and hydrants, in the Town's public roads or lands. Through the WASD Project, WASD will be making improvements to its infrastructure within the Town limits, including the installation of approximately 12,000 linear feet of 36-inch ductile iron pipe and fittings. The WASD Project also includes: pavement restoration; full width milling; asphalt overlays of existing roadways; and replacement of pavement markings. In the interest of improving the roadway and minimizing disruption to residents and business owners, the Town requested, and the County agreed, that it would be more cost and time effective for the County to undertake the Town's Project concurrently with the WASD Project.

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



Jimmy Morales
Chief Operating Officer

**JOINT PARTICIPATION AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
THE TOWN OF MEDLEY
FOR THE ENHANCEMENT OF NW 106 TERRACE/STREET AND RESURFACING
IMPROVEMENTS AS PART OF WASD PROJECT W-943**

This JOINT PARTICIPATION AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2024 (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 Town of Medley, a municipal corporation of the State of Florida (hereinafter referred to as the "TOWN," 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, as part of Contract W-943 (the "WASD Project"), WASD is currently upgrading its water facilities located in the TOWN, which WASD Project includes the installation of a 36-inch ductile iron water main along N.W. 106 Street from N.W. 107 Avenue to N.W. South River Drive; and

WHEREAS, the scope of work under the WASD Project includes removal of existing pavement and sod, milling, striping, and resurfacing of existing asphalt pavement where utility work is being performed; and

WHEREAS, WASD and the Miami-Dade County Department of Transportation and Public Works ("DTPW") entered into an Interdepartmental Memorandum of Agreement ("MOA") for the purpose of completing the permanent pavement restoration as required under the WASD Project; and

WHEREAS, the TOWN has identified an area that was not part of the WASD Project but is in need of road restoration as a result of the extended use of the roadway as a detour route for heavy vehicular traffic during the WASD Project; and

WHEREAS, DTPW can also perform the pavement work needed by the TOWN contemporaneously with the pavement restoration work necessary for the WASD Project; and

WHEREAS, the TOWN has requested that the COUNTY add the TOWN's pavement restoration work into the WASD Project, which shall be funded by the TOWN (the "TOWN PROJECT"); and

WHEREAS, the TOWN has committed to pay \$95,095.00 for the TOWN PROJECT, as evidenced by the TOWN's "Letter of Intent" attached hereto as Exhibit "A"; and

WHEREAS, the TOWN and the COUNTY deem it to be in the public's best interest to incorporate the TOWN Project, as requested by the TOWN, into the WASD Project, so that DTPW can timely complete the TOWN Project, which will keep the disruption to TOWN residents and businesses to a minimum,

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

- I. COUNTY RESPONSIBILITIES: In addition to the work being done by DTPW for WASD under Contract 20230159, the COUNTY will add the TOWN's Project, as illustrated in Exhibit "B."
 - 1.1 PERMITS AND APPROVALS: The "ROADWAY CONTRACTOR," as referenced in the MOA and as defined in DTPW Contract No. 20230159, shall obtain all necessary permits and utility adjustments and shall coordinate the review of construction documents by utilities and permitting agencies. The ROADWAY CONTRACTOR shall make all necessary adjustments as required for approval and/or permitting by those agencies. The COUNTY and the TOWN shall assist the ROADWAY CONTRACTOR to obtain all necessary permits and utility adjustments for the Project in accordance with applicable state, federal and local laws and ordinances. The TOWN shall pay for all resurfacing related fees and costs required to commence and complete the TOWN Project as well as any applicable administrative fees from DTPW.
 - 1.2 PUBLIC INFORMATION AND INVOLVEMENT: The COUNTY and the TOWN will implement a Construction Advisory Notice during the construction of the WASD and TOWN Projects to provide information to business and property owners, tenants, and area residents, which shall include, but not limited to, public meetings, Project documentation and flyers, and business signs. The TOWN will conduct an appropriate investigation of the Project stakeholders and will support the road resurfacing with the TOWN's local police. The ROADWAY CONTRACTOR shall provide Maintenance of Traffic ("MOT") devices, directional parking signs, and schedules for work to be performed in the area.
 - 1.3 PUBLICITY: The COUNTY will ensure that the TOWN Project elements funded by this Agreement shall recognize and adequately reference the TOWN as the source of funding.
 - 1.4 PROJECT SIGNAGE: The COUNTY shall ensure that all publicity, public relations, advertisements, and signs recognize and reference the TOWN for the support of all contracted activities. This requirement includes, 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 TOWN logo is permissible for the publicity purposes stated herein. The COUNTY shall submit samples or mockups of such publicity materials to the TOWN for its review and approval before sending out or posting such materials. The COUNTY shall ensure that all media

representatives, when inquiring about the activities funded by this Agreement, are informed that the TOWN is its funding source for the TOWN Project.

1.5 ACCOUNTING: The COUNTY shall at all times maintain separate accounting for the costs of the TOWN Project, so those costs may be independently verified and audited by the TOWN, at the request and cost of the TOWN. The COUNTY agrees to permit the TOWN auditors to inspect the books, records, and accounts of the TOWN Project for up to three (3) years after completion of the TOWN Project. The records for the TOWN Project shall be made available to the TOWN for inspection within five (5) business days of receipt of a written request from the TOWN.

1.6 CONSTRUCTION: Subject to the Board of County Commissioners approval, the COUNTY shall incorporate TOWN Project into the WASD'S Project. The TOWN Project shall require the ROADWAY CONTRACTOR to provide a payment and performance bond for the TOWN Project naming the COUNTY and the TOWN as-joint obligees. The TOWN Project shall contain a contingency amount to address unforeseen conditions, which shall not exceed ten percent (10%) of the base amount of the TOWN Project, unless otherwise approved by designated representatives of the COUNTY and the TOWN. The COUNTY shall also require the ROADWAY CONTRACTOR to provide warranties to the TOWN and COUNTY for the entire Project work.

1.7 CONSTRUCTION ADMINISTRATION AND INSPECTION: The COUNTY shall exercise all responsibilities on behalf of the TOWN 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 TOWN. The TOWN'S inspector or-consultant shall have an oversight role in the routine daily inspections for the TOWN Project. In the case of a disagreement over the interpretation of the plans, the COUNTY shall have final authority. The TOWN'S designated representative and the COUNTY'S designated representative shall jointly perform the inspection of the Town Project, which shall immediately precede issuance of Substantial Completion.

1.8 MAINTENANCE: The TOWN shall be solely responsible for the operation and maintenance of the TOWN Project upon completion of the construction of the TOWN Project.

2. TOWN RESPONSIBILITY:

2.1 FUNDING AMOUNT, REIMBURSEMENT OF PROJECT COSTS: The TOWN Project is currently estimated at eighty-six thousand four hundred fifty dollars (\$86,450.00), plus a ten percent (10%) contingency allowance of eight thousand six hundred forty dollars (\$8,640.00), for a total Project cost of \$95,095.00. The TOWN shall disburse to the COUNTY the funds for the TOWN Project in the form of a lump sum payment upon Final Completion. The TOWN shall be responsible for reviewing and approving the specifications, permits and cost estimates for a complete TOWN Project.

- 2.2 No COUNTY funds shall be used for the TOWN Project.
- 2.3 **PROJECT COST ADJUSTMENTS:** The amount funded by the TOWN is based on the current estimated costs of the TOWN 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 TOWN Project. Provided that there is no increase in the amount the TOWN funds required as stated in Section 2.1, amendments may be executed by the TOWN Mayor and the County Mayor or the County Mayor's designee without the need for approval by the TOWN Commission or Board of County Commissioners. However, if further funding commitments that exceed the amount set forth in Section 2.1, such increases in funding shall require approvals of the Parties' respective governing boards.
3. **SCHEDULE AND MANNER OF REIMBURSEMENTS:** Subsequent to the completion of the TOWN Project and all overruns and underruns have been finalized, WASD shall submit an invoice to the Town for the actual TOWN Project cost amount. The TOWN shall review and process the invoice within thirty (30) business days of receipt.
4. **CLAIMS AND CHANGE ORDERS:** The COUNTY shall notify the TOWN Public Works Department Director in writing when claims arise. The COUNTY shall also invite the TOWN to participate in negotiations of these claims related to the TOWN Project. The TOWN 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.
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 WASD and TOWN Projects. The Parties shall not unlawfully discriminate in the performance of their respective duties under this Agreement.
6. **DEFAULT:** If either the TOWN 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 TOWN Project.
7. **FORCE MAJEURE:** Neither the COUNTY nor the TOWN 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 TOWN, and such an act shall not constitute a breach of this Agreement on the part of the COUNTY or the TOWN. Additionally, neither the COUNTY nor the TOWN 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 TOWN 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.

8. **LIABILITY:** Nothing herein is intended to serve as a waiver of sovereign immunity by any Party. The COUNTY and the TOWN 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.
9. **INDEMNIFICATION:** To the extent authorized by Florida law, the COUNTY hereby agrees to indemnify, defend, save and hold harmless the TOWN 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 TOWN for its negligence or breach of contract.

To the extent authorized by Florida law, the TOWN hereby agrees to indemnify, defend, save and hold harmless the COUNTY 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 TOWN, 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 ROADWAY CONTRACTOR That is performing the work on the TOWN Project, the COUNTY shall, upon written request by the TOWN, assign to the TOWN any and all of its rights under the affected contract so that the TOWN may prosecute any applicable claims, actions or causes of action resulting from a breach or non-performance, unless the COUNTY, at its option, pursues such claims, actions or causes of action through arbitration, administrative proceeding, or litigation. The COUNTY agrees to cooperate fully with the TOWN in the prosecution of any such claim or action. Any damage recovered by the TOWN, which is attributable to an expenditure by the COUNTY, shall be returned to the COUNTY by the TOWN, within sixty (60) business days of receipt.

10. **DISPUTE RESOLUTION, APPLICABLE LAW:** The COUNTY and the TOWN 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.

11. **TERMINATION OF AGREEMENT:** Either Party may terminate this Agreement with or without cause at any time for convenience upon thirty (30) calendar days prior written notice to the other Party. In the event the TOWN terminates this Agreement, the TOWN shall reimburse the COUNTY for all costs incurred as of the date of termination by the COUNTY for the TOWN Project.
12. **DURATION OF AGREEMENT:** The Project is expected to be completed by December 31, 2024; however, this Agreement shall terminate when the TOWN Project is complete and the COUNTY has been reimbursed for the actual costs of the TOWN Project as specified in this Agreement.
13. **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. 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.
14. **ASSIGNMENT:** This Agreement shall not be assigned, transferred or otherwise conveyed to any other Party without the express written consent of the COUNTY.
15. **NO THIRD PARTY BENEFICIARIES:** Neither the COUNTY nor the TOWN intends to 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 of them based upon this Agreement.
16. **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 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 become final.
17. **FLORIDA PUBLIC RECORDS LAW:** The Parties each agree to keep and maintain public records in their respective possession or control in connection with their respective performances under this Agreement. The Parties additionally agree to comply specifically with the provisions of Section 119.0701, Florida Statutes. 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 TOWN.

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 TOWN'S CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: Victoria Martinez
Mailing Address: 7777 N.W. 72 Avenue
Medley, Florida 33166
Telephone Number: 786-910-6735
E-Mail: vmartinez@townofmedley.com

If the TOWN has questions regarding the application of Chapter 119, Florida Statutes, to the Consultant's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at (305) 375-5773; Isd-Vss@Miamiade.Gov; 111 N.W. 1 Street, Suite 1300, Miami, Florida 33128.

18. NOTICES: All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, 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 Roy Coley, MBA
3071 S.W. 38 Avenue, 5th Floor
Miami, Florida 33146
- 2) If to the TOWN:
Town of Medley
Attn: Camilo Martin, CPWP-M, FSESCI
Supervisor of Public Works
10776 NW South
River Drive Medley,
Florida 33178

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

JUAN FERNANDEZ-BARQUIN
CLERK OF THE BOARD
AND COMPTROLLER

BY: _____
Deputy Clerk

BY: _____
County Mayor

Print Name: _____
Date: _____

Approved by County Attorney
as to form and legal sufficiency

County Attorney

ATTEST: 
BY: _____
Town Clerk
(Affix Town Seal)

TOWN OF MEDLEY,
a municipal corporation of the State of
Florida, MAYOR ROBERTO MARTELL

BY: _____
Town Manager

Approved by Town Attorney
as to form and legal sufficiency

Town Attorney



7777 N.W. 72nd Avenue
Medley, Florida 33166
rmartell@townofmedley.com

Town of Medley, Florida
"The Perfect Location for Industrial Development"

Roberto Martell
Mayor

Tel: (305) 887-9541
Fax: (305) 884-4827
Cell: (305) 397-7361

May 21, 2024

Mr. Roy Coley, Director
Miami-Dade Water & Sewer Department
3071 SW 30 Avenue, 5th Floor
Miami, FL 33146

Re: Letter of Intent of a Joint Participation Agreement
Enhancement of NW 106 Terrace/Street and Resurfacing Improvements
Under Project W-943 (12426) Entitled Furnish and Installation of 11,000 FL of 36-in Di
Water Main in NW 106 St & NW S. River Drive

Dear Mr. Coley:

This correspondence serves as the Town of Medley's ("Town") intention to enter into a Joint Participation Agreement ("JPA") with Miami-Dade Water and Sewer Department ("Miami-Dade WASD"), subject to Town Council approval.

The Town would like for WASD to facilitate capital improvements on behalf of the Town, more specifically pavement restoration of the roadway ("Improvements"), of NW 106 Terrace/Street. The Town understands that the proposed Improvements are outside of Miami-Dade WASD's obligations as mandated by Town Code and permit conditions previously stipulated for their project. As such, the Town will secure funds in the amount not to exceed \$95,095.00, the total cost of the improvements, to transfer to Miami-Dade WASD.

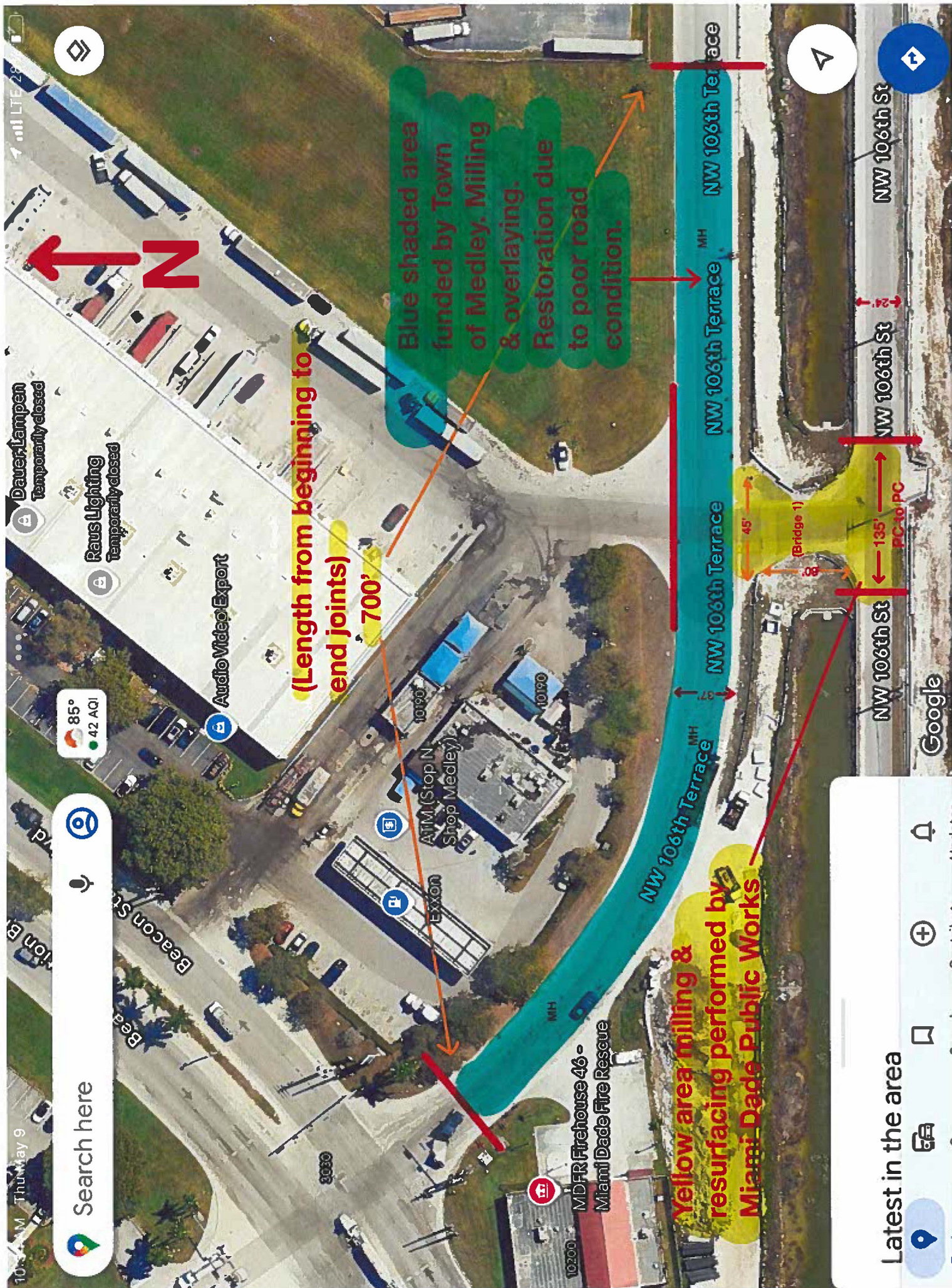
Should you have any questions regarding this matter, feel free to contact Town Attorney Michael A. Pizzi at (305) 988-2277 or mpizzi@pizzilaw.com

Sincerely,
MAYOR ROBERTO MARTELL

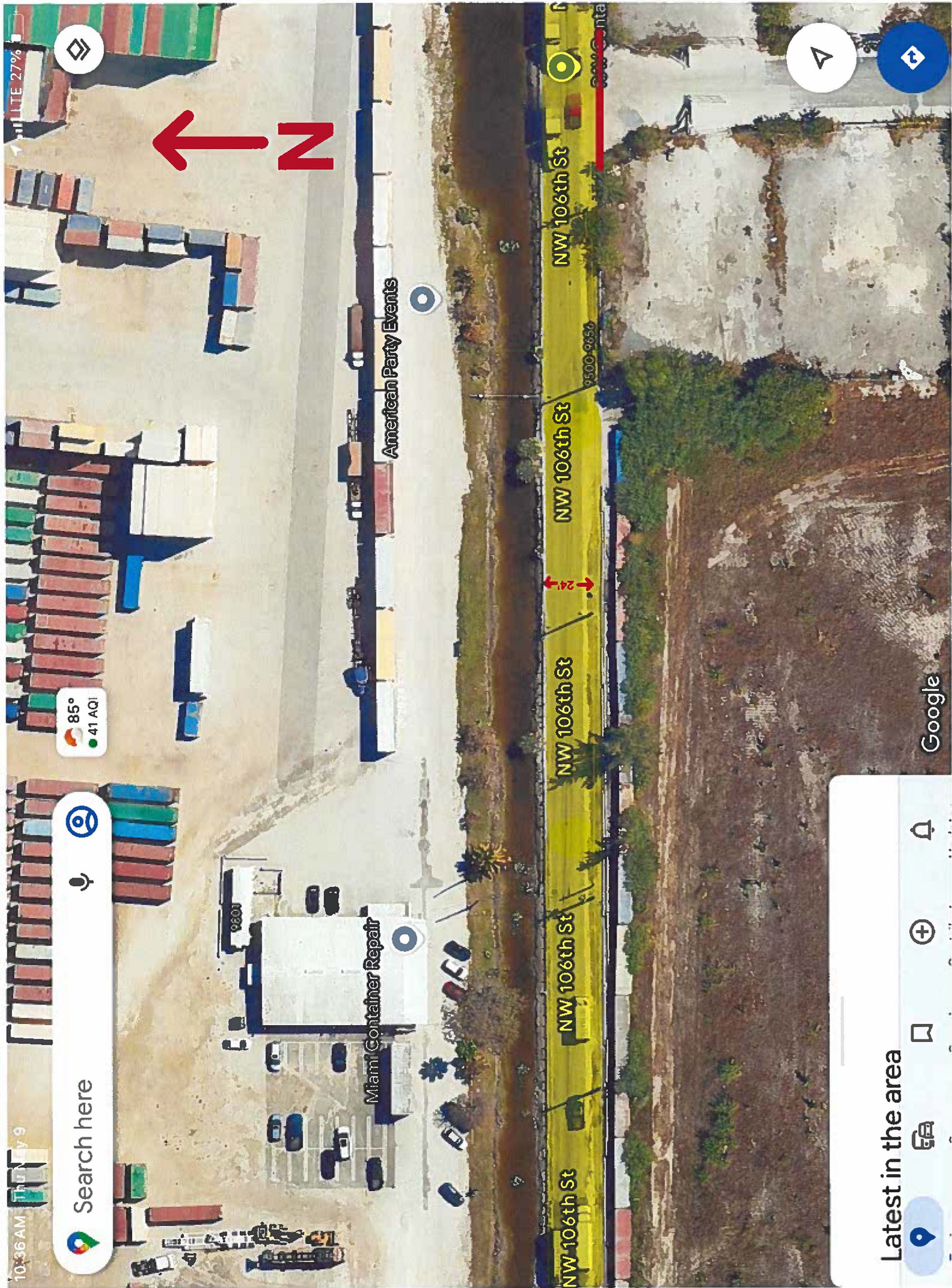
A handwritten signature in blue ink, appearing to read "Roberto Martell", is written over the printed name.

Roberto Martell, Mayor

Cc: Michael A. Pizzi, Jr., Esq., Town Attorney
Camilo Martin, Public Works Supervisor





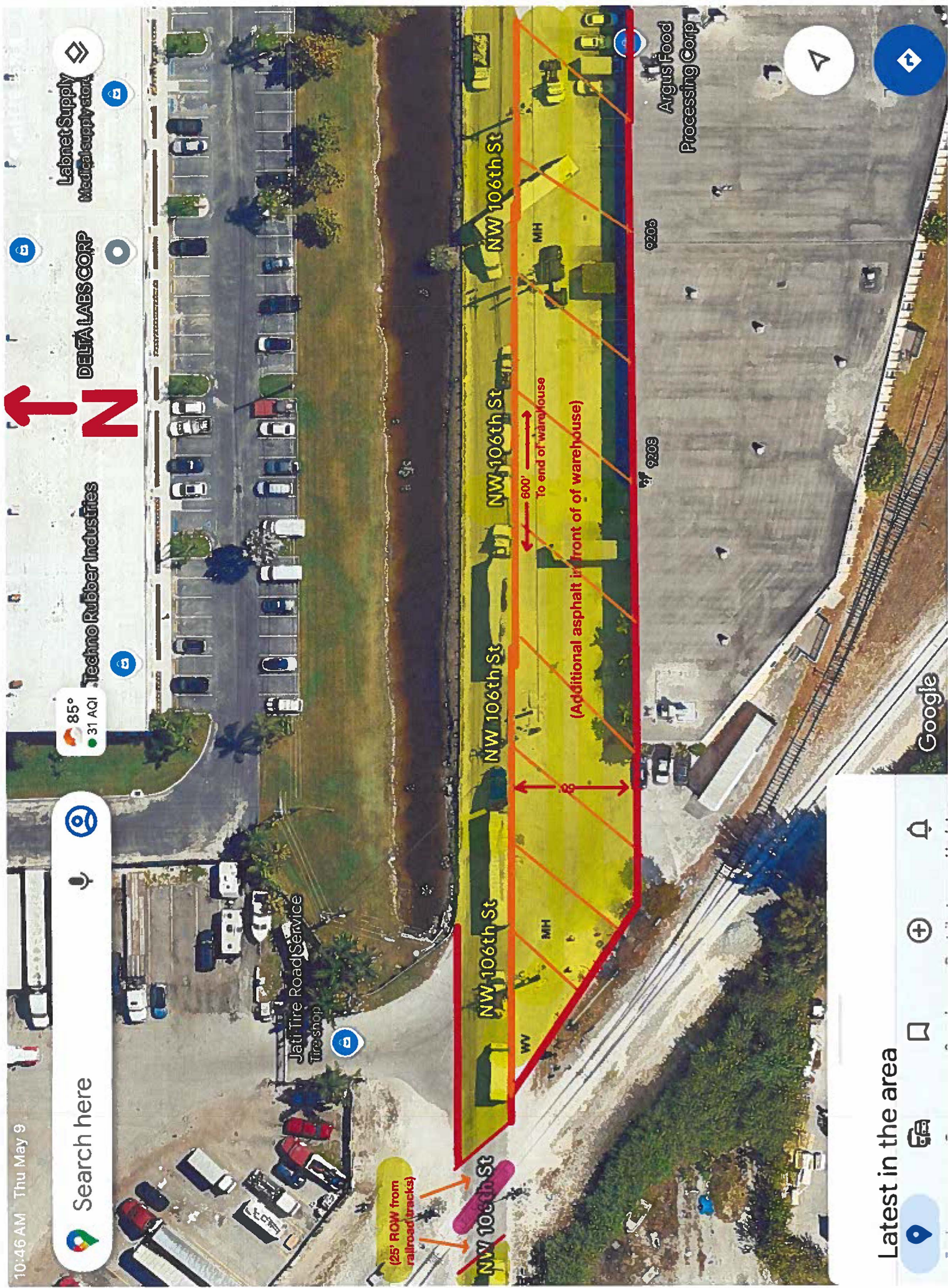




MDC016



MDC017

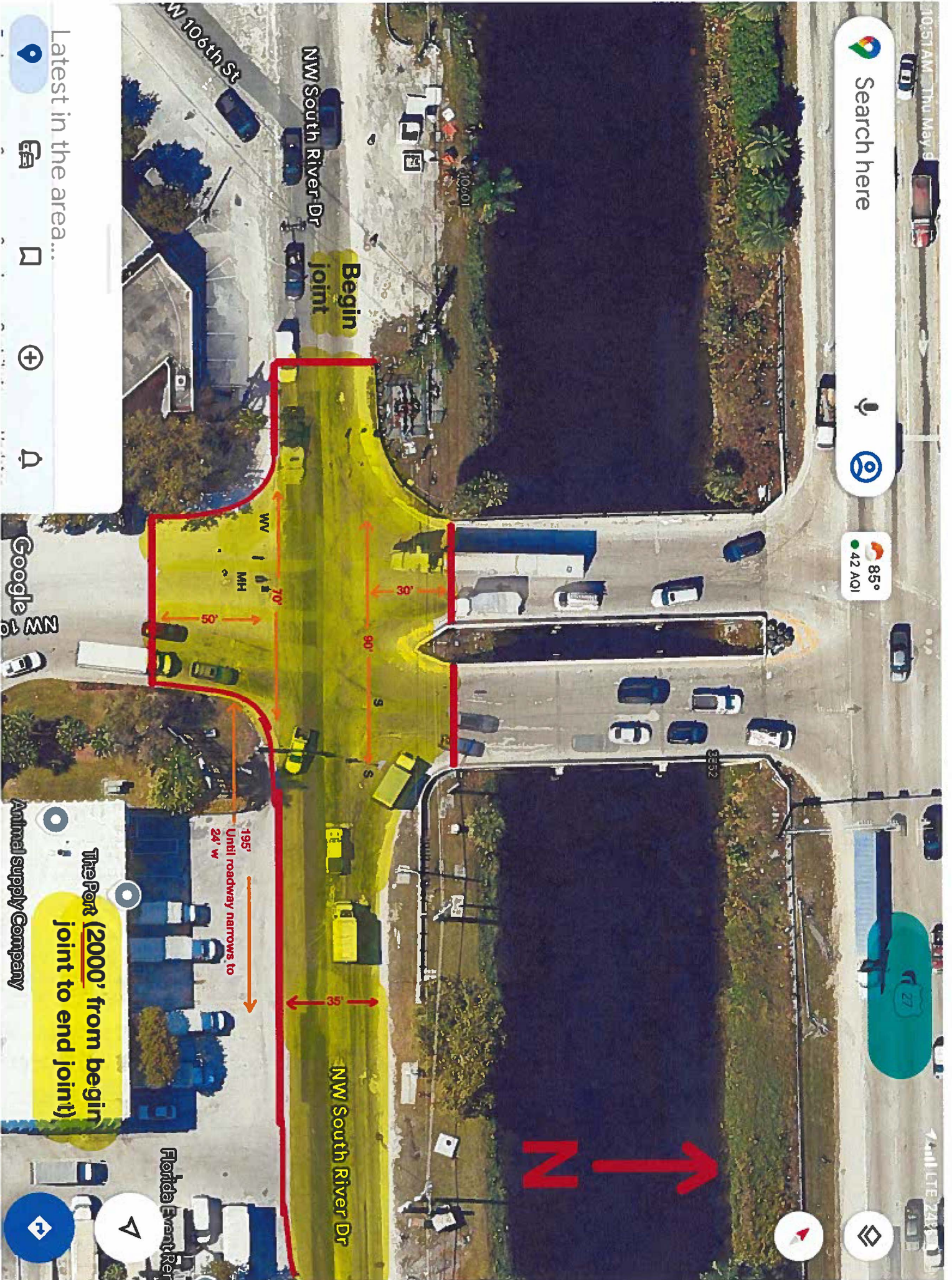


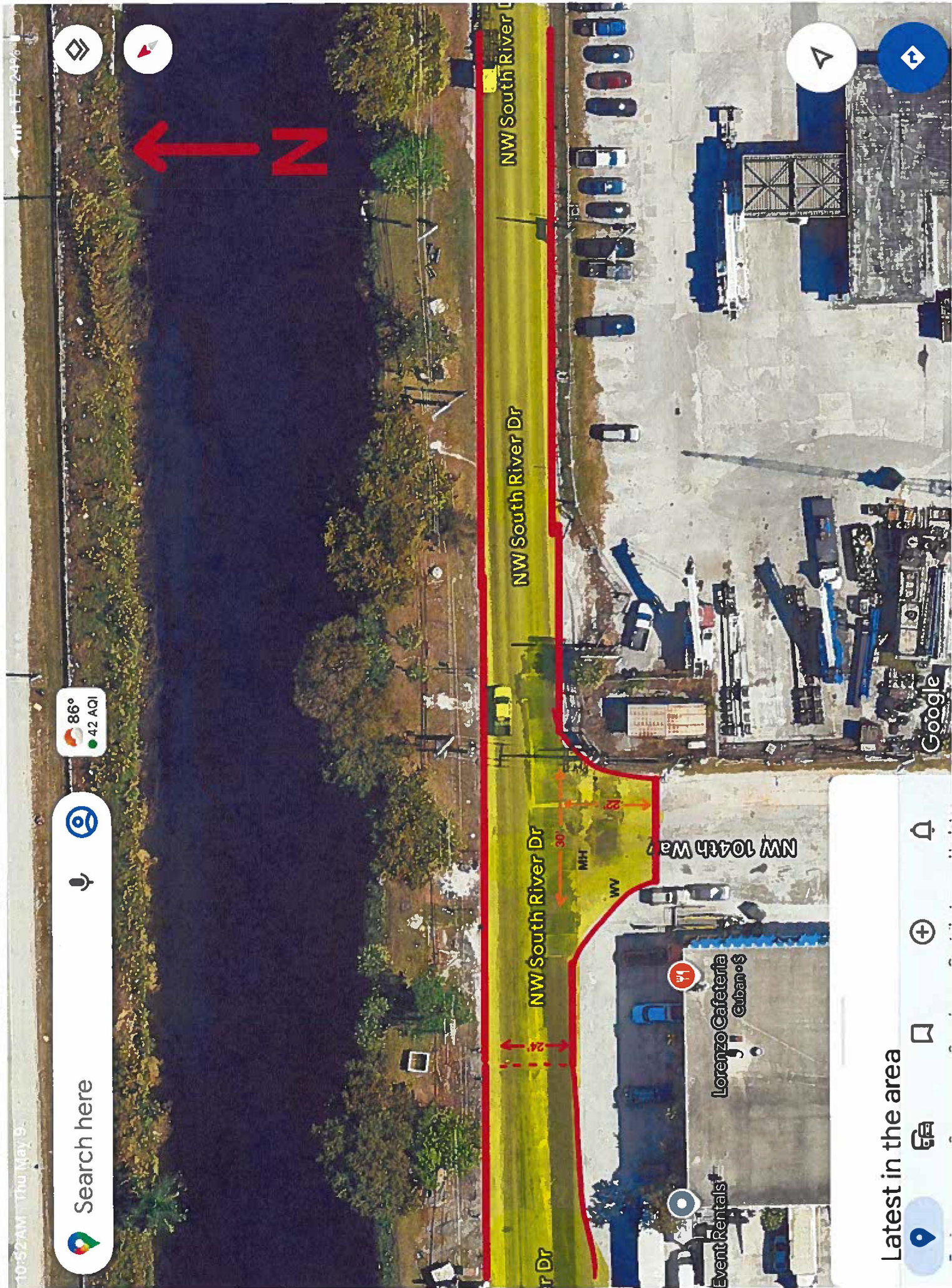






MDC021









MDC025





MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: February 4, 2025

FROM: 
Glen 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 ____, majority plus one ____, 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) ____, 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)
2-4-25

RESOLUTION NO. R-126-25

RESOLUTION APPROVING A JOINT PARTICIPATION AGREEMENT FOR THE ENHANCEMENT OF NW 106 TERRACE/STREET AND RESURFACING IMPROVEMENTS AS PART OF WASD PROJECT W-943 BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF MEDLEY FOR A ROAD RESTORATION AND RESURFACING IMPROVEMENTS PROJECT ALONG N.W. 106 STREET AND N.W. 107 AVENUE; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE JOINT PARTICIPATION AGREEMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY 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 the Joint Participation Agreement for the Enhancement of NW 106 Terrace/Street and Resurfacing Improvements as Part of WASD Project W-943 between Miami-Dade County (the "County") and the Town of Medley (the "Town"), which involves road restoration and resurfacing improvements along N.W. 106 Street and N.W. 107 Avenue, in substantially the form attached as Exhibit 1 to the accompanying memorandum. The Board also authorizes the County Mayor or County Mayor's designee to execute the Joint Participation Agreement and to exercise any and all of provisions contained therein.

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

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

The Chairperson thereupon declared this resolution duly passed and adopted this 4th day of February, 2025. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

SED

Sarah E. Davis