

MEMORANDUM

Agenda Item No. 8(N)(4)

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

DATE: March 18, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution authorizing the County Mayor to execute an Intergovernmental Agreement between the Southeast Overtown/Park West Community Redevelopment Agency and Miami-Dade County to allow the Southeast Overtown/Park West Community Redevelopment Agency to fund the installation and maintenance of rectangular rapid flashing beacons within existing pedestrian crosswalks along the north leg of the intersection of NW 2 Avenue and NW 9 Street, to exercise all rights conferred therein, and to take all actions necessary to effectuate same

Resolution No. R-290-25

The accompanying resolution was prepared by the Transportation and Public Works Department and placed on the agenda at the request of Prime Sponsor Commissioner Keon Hardemon.



Geri Bonzon-Keenan
County Attorney

GBK/ks

Memorandum



Date: March 18, 2025

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

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Intergovernmental Agreement to Allow the Installation and Maintenance of Rectangular Rapid Flashing Beacons within an Existing Pedestrian Crosswalk

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the execution of an Intergovernmental Agreement (Agreement), which is attached as Exhibit 1 to this Mayor's Memorandum, between Southeast Overtown / Park West Community Redevelopment Agency (Agency) and Miami-Dade County (County) to allow the Agency to fund the installation and maintenance of Rectangular Rapid Flashing Beacons within an existing pedestrian crosswalk within the Agency's limits.

Scope

The affected areas for this Agreement fall within District 3, which is represented by Commissioner Keon Hardemon.

Fiscal Impact/Funding Source

There is no fiscal impact to the County, as the Agency will be responsible for all installation and maintenance costs.

Track Record/Monitor

The Department of Transportation and Public Works (DTPW) is the entity overseeing this project and the person responsible for monitoring this acquisition is Ms. Maria D. Molina, P.E., Chief, Right-of-Way Division.

Delegated Authority

In accordance with Section 2-8.3 of the County Code related to identifying delegation of Board authority, there are no authorities beyond those specified in the resolution which include authority of the County Mayor or Mayor's designee to execute an Interlocal Agreement between the County and the Agency.

Background

The Agency has agreed to enter into an Intergovernmental Agreement with the County to allow it to fund the installation and maintenance of Rectangular Rapid Flashing Beacons within an existing pedestrian crosswalk. This Agreement provides a formal structure for continuing efforts to negotiate authority to install Rectangular Rapid Flashing Beacons within existing pedestrian crosswalks. Miami-Dade County has jurisdiction over any installations in crosswalks on both municipal and County-maintained roads. Since this Agreement proposes to modify the existing pavement crosswalks installed by the County on County-maintained roads, the Agreement is being

Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners
Page No. 2

presented to the Board for approval. The Agency shall be responsible for all costs and duties related to the installation and maintenance of the Rectangular Rapid Flashing Beacons within existing pedestrian crosswalks within its limits.

A handwritten signature in blue ink, appearing to read 'Jimmy Morales', is positioned above a horizontal line.

Jimmy Morales
Chief Operating Officer

Exhibit 1

**INTERGOVERNMENTAL AGREEMENT TO ALLOW THE INSTALLATION AND
MAINTENANCE OF RECTANGULAR RAPID FLASHING BEACONS WITHIN
EXISTING PEDESTRIAN CROSSWALKS IN COUNTY RIGHT-OF-WAY AND TO
PROVIDE FUNDING FOR SUCH INSTALLATION**

THIS INTERGOVERNMENTAL AGENCY AGREEMENT TO FUND THE RECTANGULAR RAPID FLASHING BEACONS WITHIN EXISTING PEDESTRIAN CROSSWALK ALONG THE NORTH LEG OF THE INTERSECTION OF NW 2 AVENUE AND NW 9 STREET ("Agreement") is made and entered into this ____ day of _____, 2024, by and between the SOUTHEAST OVERTOWN / PARK WEST COMMUNITY REDEVELOPMENT AGENCY (the "Agency"), an independent agency and instrumentality of the City of Miami of the State of Florida, and MIAMI-DADE COUNTY (the "County"), a political subdivision of the State of Florida.

WHEREAS, the Agency wishes to enhance the safety of the existing pedestrian crosswalks within the City's limits; and

WHEREAS, the Agency wishes to utilize the resources of the County to design and install rectangular rapid flashing beacons (RRFB), subject to the terms and conditions of this Agreement; and

WHEREAS, both parties herein wish to facilitate the implementation of RRFB within existing pedestrian crosswalks along the north leg of the intersection of NW 2 Avenue and NW 9 Street, hereinafter referred to as the "Project" described as follows:

WHEREAS, The Project scope consists of the installation of RRFB within existing pedestrian crosswalks along the north leg of the intersection of NW 2 Avenue and NW 9 Street within the Agency's limits.

WHEREAS, upon completion of the RRFB by the County, and in accordance with Section 20, the Agency shall, at its sole cost and expense, maintain, repair, and replace, as necessary, the RRFB as part of the Project; and

WHEREAS, the Agency, by Resolution attached hereto as Exhibit "A" and by reference made a part hereof, authorized the execution of this Agreement.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, THE AGENCY AND THE COUNTY AGREE AS FOLLOWS:

Section 1. Recitals Adopted. The recitals set forth above are incorporated herein by reference.

Section 2. Installation. RRFB may be installed on municipal and County roads per Manual of Uniform Traffic Control Devices ("MUTCD") for Streets and Highways and its accompanying guidelines.

Section 3. Standards. All RRFB submitted for review and approval shall be in accordance with this Agreement and conform to the applicable requirements established by the following publications:

- a. Florida Department of Transportation's Standard Specifications for Road and Bridge Construction;
- b. Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation Federal Highway Administration (ANSI D6.1e-1989), including latest revisions;
- c. Standard Highway Signs, U.S. Department of Transportation, Federal Highway Administration;
- d. Miami-Dade County Public Works Manual (available from the Transportation and Public Works Department, Reproduction Services, 111 NW 1 Street, Suite 1604, Miami, FL 33128);
- e. Florida Highway Guide Sign Program Chapter 14-51; and
- f. Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Greenbook).

Section 4. Funding and Payment Responsibility. The Agency assumes sole and complete responsibility for the funding and payment of RRFB that are installed by the County at the Project location and within Agency boundaries. If the Agency fails to provide funding, it shall be responsible for any and all costs incurred by the County to install them, replace them, or remove them. The Agency agrees to provide the County funding for the Project in the total amount of one hundred and forty two thousand dollars (\$142,000.00), on a lump sum basis, subject to availability of funds. The Agency agrees that it will, no later than thirty (30) calendar days from full execution of this agreement, disburse to the County, funding for the Project.

Section 5. Permits and Approvals. The County shall obtain any applicable permits, including but not limited to right-of-way permits exclusively from Miami-Dade County prior to commencement of the Project. For the avoidance of doubt, the County is not waiving any of its sovereign rights over the jurisdiction of its County owned public right-of-way.

Section 6. Accounting. The County agrees to permit the Agency auditors to inspect the books, records and accounts of the Project for three (3) years after completion of the Project. Both parties agree that in the event final accounting of the total construction costs pursuant to the terms of this agreement is less than the total deposit to date, a refund of the excess will be made by the County to the Agency, based on the total reconciled cost. If the final accounting is not performed within one hundred eighty (180) calendar days, the County is not relieved from its obligation to pay.

Section 7. Design. The County agrees to obtain the Agency's written approval of all final designs and costs estimates for the Project. Should the County undertake any change of design specifications, materials, or similar characteristic of the separation devices selected for the Project, the County must obtain Agency's written approval prior to such changes.

Section 8. Installation Schedule. The County agrees to create and coordinate with the Agency an installation schedule for the Project. The County agrees to appoint a representative who shall be responsible for coordinating details related to the installation of the Project.

Section 9. Claims and Change Orders. The County must notify the Agency in writing should claims or change orders arise. The County may exercise discretionary approval of change orders or supplemental agreements if these do not substantially alter the designs approved by the Agency or translate into additional funding requests to the Agency. If additional funding is required, the County shall submit a written request to the Agency at least fourteen (14) calendar days in advance and an administrative contract amendment will be executed among the parties.

Section 10. Project Ownership, Administration and Inspection. The County shall exercise all responsibilities of the owner of the Project, including Project administration and inspections. The County may delegate this function to an authorized agent or Construction Engineering Inspection (CEI) consultant.

Section 11. Maintenance Responsibility. The Agency assumes sole and complete responsibility for the maintenance including, but not limited to inspection, maintenance of aesthetics, replacement, and disposal, of all RRFB that are installed by the County at the Project location within Agency boundaries. If the Agency fails to maintain the RRFB, it shall be responsible for any and all costs incurred by the County to replace them, maintain them, or remove them.

Section 12. Liability and Indemnification. The Agency assumes sole and complete liability for any and all accidents and/or injuries which may, or are alleged to, occur or arise out of the installation, operation or maintenance of the RRFB, and hereby indemnifies to the extent allowed by Section 768.28, Florida Statutes, and holds the County harmless from any and all claims including but not limited to negligence arising out of or relating to the operation or maintenance of RRFB.

Section 13. No Waiver of Sovereign Immunity. Notwithstanding any other term in this Agreement, nothing herein shall be deemed a waiver of the Agency or the County's immunity, or sovereign rights, or limitations of liability as provided by Section 768.28, Florida Statutes, as may be amended from time to time.

Section 14. Public Records. The Agency shall be responsible for keeping records of all repairs, and for furnishing pertinent documents as and when said records may be requested. The Parties shall each maintain their own respective records and documents

associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

Section 15. Failure to Comply with Agreement. Upon written notification by the County, the Agency shall immediately remove RRFB that are not in compliance with the terms of this Agreement at the Agency's sole cost and expense. Failure to carry out any of the duties and responsibilities assumed herein by the Agency may result in termination of the Agreement, at the sole discretion of the County upon five (5) days' notice.

Section 16. Headings. The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

Section 17. Ambiguities. The preparation of this Agreement has been a joint effort of the Parties hereto and both Parties have had the benefit of consultation with legal counsel of their choosing prior to its execution. The resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

Section 18. Entirety. This Agreement embodies the entire agreement between the Parties with respect to the matters addressed herein. Previous agreements and understandings of the Parties with respect to such matters are null, void, and of no effect. Notwithstanding any other provision contained herein, no third-party beneficiaries are created with respect to any claims against the County by virtue of this Agreement.

Section 19. Amendments. This Agreement may be amended, modified, or altered, and its material provisions may be waived, only by written instrument, and only if properly executed by all Parties hereto.

Section 20. Effective Date. This Agreement shall become effective on the date first written above after such Agreement is fully executed by all Parties hereto.

Section 21. Termination. Either the Agency or the County may, in their respective sole and complete discretion, terminate this Agreement, with or without cause and/or convenience of the terminating party, upon twenty (20) business days' written notice; provided, however, that at the option of the County, the Agency shall continue to maintain, repair, and be responsible for RRFB installed by the County while this Agreement was in effect. Prior to the termination of this Agreement, however, the Agency may elect to remove any one or all RRFB installed by the County, provided the Agency shall restore the roadway and area in which the RRFB were located to the condition that existed before the County's installation.

Section 22. Execution. This Agreement may be executed in one or more hard or electronic counterparts, which, when taken together, shall constitute one fully executed instrument. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

Section 23. Notice. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (e.g., Federal Express), or by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. The method of delivery shall be consistent among all persons listed herein. For the present, the Parties designate the following as the respective places for notice purposes:

a. For the County:

Miami-Dade County Department of Transportation and Public Works
Attn: Eulois Cleckley, DTPW Director and CEO
701 NW 1st Court - Suite 1700
Miami, FL 33136

With a Copy to:

Miami-Dade County Attorney's Office
111 NW 1st Street, Suite 2810
Miami, FL 33128

b. For the Agency:

Southeast Overtown / Park West Community Redevelopment Agency
c/o Executive Director
819 NW 2nd Avenue, Third Floor
Miami, FL, 33136
305-379-6800

With a Copy to:

City of Miami
City Attorney, Office of the City Attorney
444 SW 2nd Avenue, 9th Floor
Miami, Florida 33130

IN WITNESS WHEREOF, the Agency and the County have set their hands the
day and year above written.

ATTEST:

MIAMI-DADE COUNTY

Juan Fernandez-Barquin,
Clerk of the Court, and Comptroller

By: _____
Deputy Mayor

By: _____
County Deputy Clerk

Approved as to form and legal sufficiency:

Assistant County Attorney

**SOUTHEAST OVERTOWN / PARK WEST COMMUNITY REDEVELOPMENT
AGENCY, of the City of Miami , a public
agency and body corporate created
pursuant to Section 163.356, Florida
Statutes**

ATTEST :

By: 

**Todd B. Hannon
City Clerk**

By: 

**James D. McQueen
Executive Director**

**APPROVED AS TO LEGAL FORM
AND CORRECTNESS:**

By: 

**Vincent T. Brown
Staff Counsel**

**APPROVED AS TO INSURANCE
REQUIREMENTS:**

By: _____
**Ann-Marie Sharpe
Director of Risk Management**

Exhibit "A"

CRA Resolution CRA-R-24-0019



Southeast Overtown/Park West Community Redevelopment Agency

Legislation

CRA Resolution: CRA-R-24-0019

File Number: 15584

Final Action Date: 2/22/2024

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA"), WITH ATTACHMENT(S), AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE THE INTERGOVERNMENTAL AGREEMENT, ATTACHED AND INCORPORATED HEREIN AS EXHIBIT "A", IN A FORM ACCEPTABLE TO COUNSEL BETWEEN THE SEOPW CRA AND MIAMI-DADE COUNTY ("COUNTY") FOR THE INSTALLATION AND MAINTENANCE OF RECTANGULAR RAPID FLASHING BEACONS WITHIN EXISTING PEDESTRIAN CROSSWALKS IN THE COUNTY'S RIGHT-OF-WAY ("PURPOSE"); FURTHER AUTHORIZING THE ALLOCATION OF FUNDS IN AN AMOUNT NOT TO EXCEED ONE HUNDRED AND FORTY-TWO THOUSAND DOLLARS AND ZERO CENTS (\$142,000.00) (FUNDS) FROM ACCOUNT NUMBER 10050.920101.534000, TITLED OTHER CONTRACTUAL SERVICES FOR SUCH INSTALLATION; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ACCOMPLISH SAID PURPOSE, ALL IN FORMS ACCEPTABLE TO COUNSEL; PROVIDING FOR INCORPORATION OF RECITALS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the SEOPW CRA wishes to enhance the safety of the existing pedestrian crosswalks within its boundaries; and

WHEREAS, the SEOPW CRA wishes to utilize the resources of Miami-Dade County ("County") to design and install rapid flashing beacons, subject to the terms and conditions of the Intergovernmental Agreement, attached and incorporated herein as Exhibit "A" ("Agreement"); and

WHEREAS, the Board of Commissioners of the SEOPW CRA finds that entering into the Agreement, attached and incorporated herein as Exhibit "A" for the installation and maintenance of rectangular rapid flashing beacons within the existing pedestrian crosswalks of the County's right-of-way is in the best interest of both parties;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. The Executive Director is hereby authorized to negotiate and the Agreement, attached and incorporated herein as Exhibit "A", including any and all documents necessary to, all in forms acceptable to counsel for said Purpose.

Section 3. The Executive Director is hereby authorized to allocated funds in an amount not to exceed One Hundred and Forty-Two Thousand Dollars and Zero Cents (\$142,000.00) (Funds) from account number 10050.920101.534000 titled Other Contractual Services for such installation.

Section 4. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the Executive Director, or the Executive Director's designee, without need of public hearing, by filing a corrected copy of the same with the City Clerk.

Section 5. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

 Vincent J. Brown, Staff Counsel 2/15/2024



MEMORANDUM (Revised)

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

DATE: March 18, 2025

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(N)(4)

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(N)(4)
3-18-25

RESOLUTION NO. R-290-25

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY AND MIAMI-DADE COUNTY TO ALLOW THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY TO FUND THE INSTALLATION AND MAINTENANCE OF RECTANGULAR RAPID FLASHING BEACONS WITHIN EXISTING PEDESTRIAN CROSSWALKS ALONG THE NORTH LEG OF THE INTERSECTION OF NW 2 AVENUE AND NW 9 STREET, TO EXERCISE ALL RIGHTS CONFERRED THEREIN, AND TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency (Agency) has requested authority to fund the installation and maintenance of rectangular rapid flashing beacons within Miami-Dade County (County) public rights-of-way; and

WHEREAS, the Agency and County are mutually desirous of providing assurances for the installation and continued maintenance of rectangular rapid flashing beacons (RRFB) within existing pedestrian crosswalks such that the County will incur no costs for the maintenance of such rectangular rapid flashing beacons; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board approves and incorporates the foregoing recitals as though fully set forth herein.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to execute the agreement in substantially the form attached to the County Mayor's memorandum as Exhibit 1, to exercise all rights conferred therein, and to take all actions necessary to effectuate same.

The foregoing resolution was offered by Commissioner **Roberto J. Gonzalez**, who moved its adoption. The motion was seconded by Commissioner **Kionne L. McGhee** 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	absent	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 18th day of March, 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.

Lauren E. Morse