

Date: December 2, 2025

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

Substitute
Agenda Item No. 8(O)(4)

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Resolution No. R-1160-25

Subject: Resolution Approving a Master Joint Participation Agreement Establishing Procedures for the Performance and Reimbursement of Utility Work Between the City of Miami and Miami-Dade County and Authorizing Individual Joint Participation Agreements with the City on a Project by Project Basis

This substitute item differs from the original in that the Master Joint Participation Agreement has been amended to: require the City to provide WASD with the bid form, plans, and full utility work specifications; add reciprocal language permitting either Party to request a bidder responsibility review based on documented performance concerns; and remove language relating to Small Business Enterprise goals due to the passage of HB 705. Exhibit C to JPA has also been revised to require a written justification for any proposed amendment, including a designated section identifying any associated cost or time increases. Together, these revisions strengthen transparency and procurement oversight while reaffirming that any future modifications must be in writing and duly approved by the appropriate governing authorities of both Parties.

Executive Summary

This item seeks approval from the Board of County Commissioners (the Board) to authorize the County Mayor or County Mayor's designee to enter into a Master Joint Participation Agreement (2025 Master JPA) between Miami-Dade County (the County) and the City of Miami (City) to allow the City to perform water and sewer improvements while implementing the City's capital program, which includes, among other things, extensive road paving, road raising and drainage projects that overlap with programmed water and sewer projects. The 2025 Master JPA is attached hereto as Exhibit 1 and replaces the current JPA with the City which expires December 18, 2025.

Under the 2025 Master JPA, detailed procedures are established for carrying out and reimbursing the relocation, replacement or removal of facilities belonging to the Miami-Dade Water and Sewer Department (WASD) within the City whenever municipal infrastructure work requires such utility coordination. The 2025 Master JPA will remain in effect for a period of ten (10) years, with a one (1) year option to renew at the discretion of the County Mayor or the County Mayor's designee; however, it can be terminated at any time by either party with thirty (30) days' written notice.

The 2025 Master JPA offers significant benefits for infrastructure work by fostering effective coordination between the two entities. Through joint planning and scheduling, neighborhood projects—such as upgrades to drainage, water, and sewer systems—can be implemented more efficiently and with less disruption to the community. Coordinating construction activities means that roads are opened only once, which eliminates the costly and disruptive need to re-excavate newly paved areas and reduces traffic impacts. This approach not only shortens project timelines but also minimizes waste, prevents duplication of work, and ensures that public funds are invested as effectively as possible. By streamlining how projects are delivered, the 2025 Master JPA enhances the quality of infrastructure while protecting residents and businesses from unnecessary inconvenience.

Recommendation

It is recommended that the Board approve the attached resolution authorizing the County Mayor or County Mayor's designee to execute the 2025 Master JPA, which establishes procedures for the performance and reimbursement of utility work between the City and the County. The 2025 Master JPA further authorizes the County Mayor or County Mayor's designee to enter into future individual Joint Participation Agreements on a project-by-project basis in substantially the same form attached to the 2025 Master JPA as Exhibit A.

Scope

The utility work to be performed will take place inside the limits of the City. The City is located throughout multiple Commission Districts, including Commission Districts 2,3,5,6, and 7, which are represented by Commissioner Marleine Bastien, Commissioner Keon Hardemon, Commissioner Eileen Higgins, Commissioner Natalie Milian Orbis, and Commissioner Raquel Regalado, respectively.

Delegation Of Authority

This item authorizes the County Mayor or County Mayor's designee to: (1) execute the 2025 Master JPA and any corresponding individual Joint Participation Agreements, and (2) exercise any and all rights conferred therein.

Fiscal Impact / Funding Source:

Because the County owns the water and wastewater system and related appurtenances within the City, the County will provide the funding for each of the specific utility-related projects. Individual Joint Participation Agreements will list the appropriate funding sources depending on the type of project. Possible funding sources include:

Water Distribution

Water Renewal and Replacement
Water Revenue Bonds Sold
Water Connection Charges
Future Revenue Bonds

Sewer Collection

Wastewater Renewal and Replacement
Wastewater Revenue Bonds Sold
Wastewater Connection Charges
Future Revenue Bonds

Track Record/Monitor:

WASD's Assistant Director of Engineering, Amanda Kinnick, P.E., will oversee the implementation of the 2025 Master JPA and the associated individual Joint Participation Agreements.

Background:

As part of its capital improvements program, the City will be undertaking extensive public right-of-way work, including road paving, road elevation, and drainage improvements, which will overlap with programmed WASD water and sewer projects. Coordinating these efforts through the 2025 Master JPA, and as needed individual project specific Joint Participation Agreements, will allow the City and the County to carry out overlapping improvements in a single, integrated process. This collaboration will streamline project delivery, reduce duplicative excavations, limit traffic disruptions, and generate cost savings while delivering long-term infrastructure benefits for residents.

On March 4, 2014, the Board, via Resolution No. R-227-14, approved and authorized the County to: (1) enter into a Master Joint Participation Agreement with the City that laid out the procedures for performance and reimbursement of utility work for WASD when the City was undertaking roadway and drainage work, and (2) enter into individual Joint Participation Agreements on a project-by-project basis. The original Master Joint Participation had a 10-year term. On December 3, 2024, via Resolution No. R-1081-24, the Board approved a similar Master JPA for one- year that will expire on December 18, 2025.

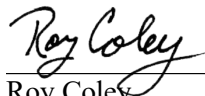
The 2025 Master JPA provides the procedures for the performance and reimbursement of the relocation, replacement or removal of water and sewer facilities owned by the County that are installed within the City limits when the City engages in future roadway/resurfacing work or other improvements that necessitate utility work collaboration and information. The utility work, which includes design and construction, will be authorized through individual Joint Participation Agreements, in substantially the form attached as Exhibits A to Exhibit 1 to the 2025 Master JPA, on a project-by-project basis after it has been determined

by the City and County that the work is necessary. Each individual Joint Participation Agreement will contain project specific terms, conditions and costs.

Observance of the procedures stipulated in the 2025 Master JPA may reduce: 1) the number of project setbacks, 2) project costs, and 3) traffic impacts to the public, by improving the coordination efforts between the City, the County and the respective contractors performing the needed utility work. Approval of the 2025 Master JPA will authorize the County Mayor or County Mayor's designee to execute the individual Joint Participation Agreements on an as needed basis with no further action from the Board.

The 2025 Master JPA will remain in effect for ten (10) years from the Effective Date, with one (1) additional one year renewal option at the discretion of the County Mayor or County Mayor's designee. Either party may terminate at any time upon thirty (30) days' written notice.

The City approved the 2025 Master JPA at their September 25, 2025 City Commission Meeting. A copy of the City's Resolution is attached hereto as Exhibit 2.



Roy Coley
Chief Utilities and Regulatory Services Officer

**INTERLOCAL MASTER AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
CITY OF MIAMI
TO PROVIDE UTILITY WORK FOR MIAMI-DADE COUNTY**

THIS AGREEMENT, is made and entered into this _____ day of _____, 202__, (hereinafter, “Effective Date”), by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as the “COUNTY”) and the City of Miami, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as the “CITY” and collectively with the COUNTY, the “Parties”).

WITNESSTH:

WHEREAS, the COUNTY owns or may, in the future, own certain water and wastewater facilities, including but not limited to, gravity sewer pipes, pump stations, reclaimed water pipes, valves and valve covers, manholes and access covers, water pipes, sanitary sewage pipes, meters, hydrants, and all appurtenances thereto, which are or may, in the future, be located in the CITY’s public roads or lands (the “FACILITIES”); and

WHEREAS, the purpose of this Interlocal Master Agreement is to outline the intention of the Parties, and to provide the basic parameters under which the COUNTY and the CITY shall cooperate and work collaboratively to design and construct the work described herein; and

WHEREAS, the Miami-Dade Water & Sewer Department (“WASD”) operates the COUNTY’s water and sanitary wastewater systems; and

WHEREAS, the CITY owns and operates its own stormwater drainage system; and

WHEREAS, the CITY engages in projects that involve constructing, reconstructing or otherwise changing public roads and other improvements located on public roads or lands within the jurisdictional boundaries of the City (hereinafter referred to as either the “Project” or the “Projects”); and

WHEREAS, the CITY and the COUNTY may propose Projects that necessitate the installation, relocation (vertically and/or horizontally), replacement, adjustment or removal of the COUNTY Facilities or some combination thereof (hereinafter referred to as “Utility Work”) in or upon the City’s rights-of way; and

WHEREAS, the CITY and the COUNTY seek to minimize delays, costs, and impact to the public, which may result from lack of coordination and communication between or among them and their respective contractors performing the Project and/or the Utility Work; and

WHEREAS, the CITY and the COUNTY desire to enter into a master agreement that establishes the procedure for the performance and reimbursement of the Utility Work, including

the utility design work to be performed and the utility construction work to be carried out (the “Interlocal Master Agreement”); and

WHEREAS, at times, the CITY and COUNTY may determine that it is in their best interest that WASD design the utility work; and

WHEREAS, the CITY’s stormwater drainage system is not part of this Interlocal Master Agreement except for purposes of design of the utility work so as to not interfere with the CITY’s stormwater drainage system; and

WHEREAS, it is the intent of the Parties to work collaboratively to preclude contractors or others who have been debarred or in litigation with either Party from working on the Projects described in this Interlocal Master Agreement; and

WHEREAS, the CITY and the COUNTY seek to memorialize their commitment to pay their fair share of all actual costs incurred in the design and construction of Utility Work; and

WHEREAS, the purpose of this Interlocal Master Agreement and the individual Joint Participation Agreements (hereinafter, “JPA”) is to perform the Utility Work with the Project in an efficient, coordinated, economical and expeditious manner,

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the CITY and the COUNTY hereby agree as follows:

1. The Whereas clauses stated above are incorporated and restated herein as though fully set forth below.
2. Every November, the CITY will prepare and provide to the COUNTY a list of Projects that it intends to begin the work and engineering design on for the next two (2) years. The list of Projects may include anything involving roadway or subsurface work as well as Projects involving landscaping, resurfacing, drainage and lighting. The list of Projects will include the scope of work, schedule/timing, and funding source information, including whether it is federally funded, for each Project. Such list may be amended after the exchange, but it is the intent of the CITY to give the COUNTY advance notice of anticipated Projects with sufficient lead time for planning and funding purposes. Within forty-five (45) business days of the exchange of the list of Projects, the COUNTY will review and identify the Projects from the CITY’s list that are candidates for proposed WASD Utility Work. Additionally, at this time, the COUNTY will notify the CITY of any Projects on the CITY’s list that do not correspond with the Utility Work WASD has placed on its Capital Improvements Plan and, therefore, will constitute Utility Work that is being taken out of order for WASD. Every November, WASD will prepare and provide to the CITY a list of the Utility Work projects within the jurisdictional boundary of the CITY that it intends to begin engineering design on for the next two (2) years. The list of Utility Work projects will include anything involving utility improvements. Such list may be amended after the exchange, but it is the intent of the COUNTY to give the CITY advance notice of anticipated Utility Work projects with sufficient lead time for planning, funding and evaluation of schedule duration impacts. Within thirty (30) business days of the exchange of the list of Utility Work projects, the CITY will review and identify the Utility Work projects from the COUNTY’s list that are candidates for proposed Projects for the CITY.

3. If the CITY and the COUNTY determine and agree that Utility Work is necessary for any Project(s) identified on the list exchanged each November, the Parties shall enter into a Joint Participation Agreement (“JPA”), in substantially the same form attached hereto as Exhibit A. A JPA may be structured as either (i) a Project-specific JPA covering a single Project, or (ii) a Phased Project JPA covering a single Project with multiple phases, where it is efficient and appropriate for the Parties to address all phases under one agreement. For Projects included within a Phased Project JPA, upon commencement of the design or construction phase of any individual phase, only an administrative review and confirmation of the applicable costs shall be required. Each JPA shall specify whether it covers design work, construction work, or both design and construction (Design/Build), and shall set forth the Project-specific terms, conditions, and costs associated with the Utility Work.

4. Utility Coordination and Identifying/Implementing Projects

For any Project where the CITY or the COUNTY determines that Utility Work may be necessary, the following procedure will be utilized (although the CITY and the COUNTY may mutually agree to combine or eliminate any portion of the procedure that may not be applicable to a specific Project) for purposes of implementing a JPA:

- a. Identifying Projects/Utility Coordination

- (1) At the planning scope of work phase of the CITY Project, the CITY shall send a Letter of Intent to WASD if the CITY seeks to enter into a JPA, which shall, at a minimum, set forth the scope of work and the estimated timeline for the particular CITY Project, and shall also include a location map graphic identifying the Project boundaries. The form of the Letter of Intent to be used by the CITY is attached hereto as Exhibit B and shall be provided to the COUNTY in accordance with the requirements in the Notice provision set forth in Paragraph 11 herein.
- (2) WASD shall inform the CITY of its interest in entering into a JPA within fifteen (15) business days of the receipt of the Letter of Intent. To the extent possible at this point in the Project, WASD shall inform the CITY of the preliminary proposed scope for the Utility Work and whether the JPA being requested is for design and/or construction by the CITY.

- b. Mandatory Utility Meeting

- (1) If WASD sends a written response to the CITY’s Letter of Intent to enter into a JPA for design, construction, or both design and construction (Design/Build) of the Utility Work, the CITY shall propose within 20 business days a time, date and location for a mandatory meeting (the “Meeting Notice”) between the representatives of the CITY and WASD who will be managing and/or supervising the Utility Work to discuss the parameters of the Project and implement the process for a mutually beneficial Project (hereinafter, the “Mandatory Utility Meeting”). Within two (2) business days of receipt of the Meeting Notice, WASD will confirm its availability for the Mandatory Utility Meeting at the time, date and location specified on the Meeting Notice or will suggest in writing other possible dates, times or locations for the Mandatory Utility Meeting.

- (2) The CITY's and WASD's representatives will bring any information pertinent to the Project to the Mandatory Utility Meeting, including but not limited to, reports and as-built drawings of any existing WASD Facilities within the location of the CITY's proposed Project.
- (3) At the Mandatory Utility Meeting, the CITY and WASD will discuss and identify the scope of the Utility Work to be done by the CITY, and if applicable, the scope of the Utility Work to be done by WASD. Additionally, the minimum qualifications for the CITY designer and contractor will be discussed, if the CITY is to perform the design work for the Utility Work. At the Mandatory Utility Meeting, if the CITY and WASD disagree as to the scope of the Utility Work to be performed by each party and the Mandatory Utility Meeting is adjourned before an agreement can be reached, the CITY and WASD will not move forward with a JPA for the design and/or construction of the Utility Work. WASD, at its own discretion, will decide whether to proceed with the design of the Utility Work. If WASD and the CITY enter into a JPA to design the Utility Work, it is understood that this will not impact the construction start date of the CITY's Project. Notwithstanding anything to the contrary herein, it is the CITY's intention to begin all Projects within twelve (12) months of final permitted plans.
- (4) Regardless of whether the CITY or WASD is performing the design work, the roadway plans shall be designed in a manner to reduce and minimize any conflicts with WASD Facilities. Where conflicts are identified, the CITY and WASD agree to resolve the conflicts in the most cost-effective manner that is the least disruptive to the general public and is the least costly to the residents of Miami-Dade County.
- (5) Regardless of whether the CITY or WASD is performing the design aspect of the Utility Work, both the CITY and WASD will fully cooperate with all Right-Of-Way ("ROW") users in the preparation of the design. In this context, "ROW User" shall mean any person or entity which owns or controls a facility that is located, or is sought or intended to be located, in a public right-of-way, including persons or entities who have installation and maintenance responsibilities by contract, lease, sublease or assignment. To the extent a conflict arises in the design process with a ROW User, other than WASD or the CITY, the CITY and WASD agree to resolve the conflicts in the manner that is least disruptive to the general public and is the least costly to the residents of Miami-Dade County. If resolution of such conflicts, or any other circumstance, requires a change to the cost or duration of a Project with an executed JPA, the Parties shall execute an amendment to that JPA in substantially the form attached hereto as Exhibit C.

c. CITY to Design Utility Work:

- (1) Within ten (10) business days after the Mandatory Utility Meeting, if the Parties enter into a JPA for the design work, the CITY will provide a design work order proposal to WASD for the design work to be performed by the CITY for the Utility Work.
- (2) If WASD agrees with the design cost proposal provided by the CITY for the design work, it will provide written confirmation of its agreement with the design cost proposal within ten (10) business days of its receipt of the design cost proposal.
- (3) If WASD does not agree with the design work order proposal provided by the CITY for the design work, it will advise the CITY in writing of its determination within ten (10) business days of receipt of the proposal and will propose a date, time and location for a second meeting between WASD and the CITY to discuss the design work order proposal for the design work. The second meeting shall take place no later than ten (10) business days from WASD's written response to the CITY's design work order proposal. If either WASD or the CITY decide not to have a second meeting to discuss the CITY's design work order proposal, whichever party declines the second meeting will also make it clear in writing that it no longer wishes to proceed with a JPA for the Utility Work.
- (4) If the CITY's design work order proposal is not acceptable to WASD but the Parties conduct a second meeting and reach an agreement as to the design work order proposal, within ten (10) business days of the second meeting, WASD will provide written confirmation of its approval of the revised design work order proposal in order to proceed with a JPA for the design work
- (5) If the Parties cannot reach an agreement as to the CITY's design work order proposal, WASD will be responsible for the design work. As set forth in Section 5(d) "WASD to Design Utility Work" below, the CITY and the COUNTY may enter into a construction JPA with the CITY through which WASD will provide the design to the CITY for inclusion in the CITY's construction contract documents. The CITY will provide a Project schedule (i.e. anticipated construction start), and WASD will be expected to meet the schedule if it decides to enter into a construction JPA.
- (6) If the CITY and WASD agree that the CITY will perform the design work based on the design work order proposal or revised design work order proposal, as applicable, the CITY will prepare and forward a draft of the JPA for design of the Utility Work to WASD for review and approval. The COUNTY will review and respond to the design JPA within twenty (20) business days of receipt. The CITY will review and execute the COUNTY's approved and executed design JPA within ten (10) business days of receipt. In the event the COUNTY fails to respond within the specified timeframe, the CITY may proceed with its Project without inclusion of the WASD Utility Work, and such delay or non-response by the COUNTY shall not

operate to delay or prevent the CITY from moving forward with its own work.

- (7) Once the JPA is executed by WASD, the CITY will submit an invoice to WASD for the design work for a lump sum amount. WASD will pay the invoice within thirty (30) business days of receipt of the invoice. WASD shall have the right to review the CITY's cost reconciliation records regarding the use of the lump sum payment for the specific Project in question. Any WASD funds remaining that were not fully utilized after the Project has been completed and accepted by both the CITY and WASD will be returned to WASD within forty-five (45) business days.
- (8) The CITY shall submit the Utility design deliverables to WASD for review and approval when the design of the Utility Work is thirty percent (30%) complete, again when the design is sixty percent (60%) complete, and again when the design is ninety percent (90%) complete. In the event WASD finds deficiencies in the design deliverables, it will notify the CITY of such deficiencies in writing within twenty (20) business days after each submittal. Within thirty (30) business days of the CITY's receipt of WASD's notification of deficiencies, the CITY will correct the deficiencies and return the corrected documents for WASD's review and approval. Payment for the applicable deliverable may be withheld until such deficiencies are corrected to WASD's reasonable satisfaction and both Parties are in agreement that the corrected deliverables meet the required standards.
- (9) When the design is one-hundred percent (100%) complete, the CITY shall provide WASD with a final set of coordinated design documents (the "Plans Package"). The Plans Package shall, at a minimum, include: final accepted engineering design drawings; "dry-run" permit approvals; technical specifications and special provisions; an estimated opinion and probable construction cost, including Contingency and Dedicated Allowance account funds for the construction of the Utility Work; and the minimum contractor qualifications. The Plans Package will also identify any and all activities and work necessary for the Utility Work, including but not limited to, clearing and grubbing; survey work; and a traffic control plan. WASD shall review and provide final acceptance in writing to the CITY of the Plans Package within ten (10) business days.
- (10) If the CITY requests information from WASD's files, WASD shall furnish such information to the CITY within ten (10) business days from the CITY's request; however, if the CITY is to perform the design for the Utility Work, it shall, at all times, remain solely responsible for the proper preparation of the design materials in accordance with WASD Design and Construction Standards.
- (11) A ten percent (10%) administrative fee based on the design work order proposal amount will be paid by WASD to the CITY for all design JPAs.

d. WASD to Design Utility Work

- (1) After the Mandatory Utility Meeting, if the CITY and WASD agree that WASD will perform the design work, then WASD and the CITY will develop a mutually agreeable timeline and coordinate their utility and roadway design efforts.
- (2) WASD shall submit the Utility design deliverables to the CITY for review and approval when the design is thirty percent (30%) complete, again when the design is sixty percent (60%) complete, and again when the design is ninety percent (90%) complete. In the event the CITY finds deficiencies in the design deliverables, it will notify WASD of such deficiencies in writing within twenty (20) business days after each submittal. Within thirty (30) business days of WASD's receipt of the CITY's notification of deficiencies, WASD will correct the deficiencies and return the corrected documents.
- (3) Ultimately, WASD will submit to the CITY a Plans Package, which shall, at a minimum, include final accepted engineering design drawings; "dry-run" permit approvals; technical specifications and special provisions; an estimated opinion and probable construction cost, including Contingency and Dedicated Allowance account funds for the construction of the Utility Work; and the minimum contractor qualifications. The Plans Package will also identify any and all activities and work necessary for the Utility Work, including but not limited to, clearing and grubbing; survey work; and a traffic control plan. The CITY shall review and provide final acceptance in writing to WASD of the Plans Package within ten (10) business days of receipt by the CITY.
- (4) If WASD requests information from the CITY's files, the CITY shall furnish such information to WASD within ten (10) business days from WASD's request; however, if WASD is to perform the design for the Utility Work, it shall, at all times, remain solely responsible for the proper preparation of the design materials.

e. Construction of Utility Work

- (1) The CITY uses the proprietary Job Order Contract ("JOC"), owned and operated by Gordian, on most Projects. At times, the CITY may also utilize Sourcewell and/or Bidsafe contracting mechanism for Projects. The fees associated with the JOC, Sourcewell and/or Bidsafe contracting mechanisms shall be paid by WASD as it relates to the cost of the Utility Work. The CITY reserves the right to use other procurement processes that may be in place in the future.
- (2) Upon completion of the design work by either the CITY or WASD, and approval of the design work by the party who did not perform the design work, the Parties shall determine whether the COUNTY or the CITY will carry out the construction of the Utility Work. If the COUNTY elects for the CITY to perform the construction, the CITY will incorporate its Plans Package or WASD's Plans Package into a JOC or Sourcewell book submittal or an Invitation To Bid (ITB). WASD will receive a copy of the

bid form, plans, and specifications of the Utility Work fifteen (15) business days before it is advertised and will provide its comments on the documents within ten (10) business days of receipt. WASD shall provide any and all technical language required by the COUNTY that may need to be included in the CITY's solicitation, including any applicable or necessary COUNTY Code or procurement requirements. The Project solicitation shall include a separate bid item for the Utility Work. The CITY shall procure a contract for construction of the Project, including the Utility Work, in accordance with the CITY's legal and statutory requirements.

- (3) Regardless of whether the CITY or the COUNTY will be performing the construction aspect of the Utility Work, the CITY and the COUNTY agree that the FACILITIES shall, at all times, remain the property of the COUNTY.
- (4) CITY to Construct Utility Work
 - (i) Before the CITY selects a contractor from the bids received in response to the request for solicitation, WASD shall have an opportunity to review the Utility Work portion of the bids for balance and shall have the right to recommend and/or provide comments/evaluation to the CITY as to which contractor should receive the award.
 - (ii) If the portion of the bid of the contractor selected by the CITY for performance of the Utility Work is within twenty (20%) percent of the cost estimate provided in the Plans Package and agreed to by the CITY and WASD in advance of the publication of the request for solicitation, the CITY will prepare and forward a draft of the construction JPA for the Utility Work to WASD for review and approval. The COUNTY will review and respond to the draft construction JPA within twenty (20) business days of receipt. The CITY will review, execute and return to WASD one (1) original of the construction JPA within ten (10) business days of its receipt of the County's response to the draft JPA. WASD will execute the JPA and return a copy to the CITY within ten (10) business days of its receipt of the CITY's executed JPA. If the bid of the contractor selected by the CITY for the performance of the Utility Work is more than twenty percent (20%) of the cost estimate provided in the Plans Package and agreed to by the CITY and WASD, WASD shall have the right to reject the bid for the Utility Work and take over construction of the Utility Work itself. Once the CITY has issued the notice of award, the City shall coordinate with WASD Construction Management to set a date for a pre-construction meeting.
 - (iii) Immediately upon award of the contract for the construction of the Project, WASD will receive notice of the award from the CITY and will provide the funds to the CITY in accordance with the terms of the executed construction JPA. The Parties may mutually agree on

a payment method for the construction of the Utility Work, which shall be either a lump sum payment due prior to commencement of construction, subject to final reconciliation of costs after construction completion, or progress payments made during construction based on invoices submitted by the CITY and approved by WASD. WASD will review and pay the invoice within thirty (30) business days of receipt of the invoice. WASD shall have the right to review the CITY's cost reconciliation records regarding use of the lump sum payment for the specific Project in question. Any WASD funds remaining that were not fully utilized after the Project has been completed and accepted by both the CITY and WASD will be returned to WASD within forty-five (45) business days.

- (iv) The CITY's contractor shall begin construction on the Project, including the Utility Work, once the Notice to Proceed has been issued by the CITY.
- (v) The CITY will coordinate the review of the construction documents by all utilities with facilities in the area and permitting agencies in order to address permit and utility adjustment needs for the Project. The CITY shall obtain all necessary permits for the Project, including the Utility Work, in accordance with applicable state, federal and local laws and ordinances. WASD will use good faith efforts to assist the CITY in expeditiously obtaining all permits from COUNTY departments. WASD shall designate a representative who will work with the CITY in order to obtain all necessary permits.
- (vi) WASD shall fully cooperate with the CITY's contractor in all matters relating to the performance of the Utility Work.
- (vii) WASD shall perform all construction inspections, testing and monitoring of the Utility Work to ensure that it is properly performed in accordance with the Plans Package. When the design for the Utility Work was completed by the CITY, the CITY shall be responsible for reviewing the contractor-furnished engineering submittals and will provide its written acceptance of the submittals to WASD for its review and approval. When the Utility design work has been completed by WASD, WASD shall be responsible for reviewing the contractor-furnished engineering submittals and will provide its written acceptance of the submittals to the CITY for its review and approval. Except for the inspection, testing, monitoring and reporting to be performed by WASD, the CITY will perform all contract administration.
- (viii) The CITY's engineer will have full authority to supervise the Project. The CITY's engineer shall confer with WASD when any adjustments and/or changes to the Plans Package are required. If WASD does not agree with the adjustments/changes proposed by the CITY's engineer, WASD will provide the CITY with an explanation based on the WASD Standard Utility Specifications.

These specifications will ultimately control in the event of any disagreements related to adjustments or changes to the Plans Package and are available on the WASD website or by request.

- (ix) Change Orders and the use of the Contingency Account funds must include line items related to Utility Work and are subject to review and approval by WASD prior to any compensation to the contractor.
- (x) The CITY's contractor will be required to provide a payment and performance bond in accordance with Section 255.05, Florida Statutes, that identifies the CITY and the COUNTY as Obligees on the Bond. WASD shall pay a percentage of the cost of the Bid Bond as well as the Payment and Performance Bond based on the percentage of the cost of the WASD Utility Work relative to the overall cost of the Project. The CITY's contractor will also be required to provide a one-year maintenance bond (one-year from the date of completion and final inspection of the work), which bond shall name and benefit the COUNTY directly.
- (xi) For purposes of contract administration, WASD shall pay the CITY an administrative fee equal to three percent (3%) of the total contract amount for the construction of the Utility Work.

(5) WASD to Construct Utility Work

- (i) If the portion of the bid of the contractor selected by the CITY for performance of the Utility Work exceeds the cost estimate agreed to by the CITY and WASD by more than twenty percent (20%), WASD may decline to enter into a JPA with the CITY for the construction aspect of the Utility Work. WASD will notify the CITY that it will not enter into a JPA for the construction work in writing within fourteen (14) business days of its receipt of the bid/contractor materials. ROW restoration obligations for the Utility Work shall be determined by the applicable ROW permit. WASD shall be responsible for ROW restoration within the permit limits attributable to the Utility Work. The CITY shall be responsible for any ROW restoration required by its Project outside of the permit limits of the Utility Work. If the CITY performs combined ROW restoration covering both the Utility Work and the CITY's Project, WASD shall reimburse the CITY its proportional share of the restoration costs based on the area and scope of the Utility Work as defined in the ROW permit.
- (ii) Either Party may request that a responsibility review be performed for any bidder for whom that Party has documented concerns regarding the bidder's past performance on that Party's prior projects. Any responsibility review conducted pursuant to this provision shall be performed in accordance with the applicable procurement requirements governing the project.

- (iii) WASD and the CITY shall each have the right to reject any bidder that they deem has provided poor performance on their respective projects in the past. If WASD elects to perform the construction of the Utility Work, WASD shall notify the CITY within fourteen (14) business days of the bid opening in writing of its intent to proceed with the construction of the Utility Work, as set forth in the Plans Package. The CITY and WASD shall meet to discuss a timeframe for the construction of Utility Work prior to the CITY's issuance of its Notice to Proceed for the Project. The CITY's Project shall not be delayed due to the construction of the Utility Work.
- (iv) If WASD is to perform the construction of the Utility Work, WASD shall be responsible for obtaining all necessary construction permits and will coordinate the review of construction documents by the utilities and permitting agencies. WASD shall obtain all necessary permits required by the CITY, and the CITY will use good faith efforts to assist WASD in expeditiously obtaining all permits from CITY departments. WASD will coordinate with the CITY on restoration ROW requirements. ROW restoration obligations for the Utility Work shall be determined by the applicable ROW permit. WASD shall be responsible for restoration within the permit limits attributable to the Utility Work, and the CITY shall be responsible for any ROW restoration required by its Project outside of the permit limits of the Utility Work. If ROW restoration is performed by the CITY in a combined manner covering both the Utility Work and the CITY's Project, WASD shall reimburse the CITY its proportional share of such costs based on the area and scope of the Utility Work as defined in the ROW permit. WASD shall follow all CITY requirements, codes, bulletins, inclusive of but not limited to, Maintenance of Traffic and/or permanent type ROW restoration.

f. Cost of Utility Work

- (1) The Utility Work will be performed at the sole cost and expense of WASD, unless WASD is entitled to reimbursement or funding for the Utility Work from another source, including but not limited to the following circumstances (collectively, "Reimbursable Work"):
 - i. When the Project is federal aid eligible, meaning fifty percent (50%) or more of the Utility Work is for existing FACILITIES;
 - ii. When a written agreement incidental to a right-of-way acquisition process requires the CITY to compensate WASD for the costs of any subsequent relocation of the FACILITIES; or
 - iii. When WASD holds a compensable land interest under Florida condemnation law in the existing location of the FACILITIES at the time of the Project.
- (2) Failure of WASD to provide documentation for the basis to obtain reimbursement under one of the bulleted scenarios in Paragraph 4(f)(1)

above before it makes payment to the CITY shall result in the Utility Work being deemed non-reimbursable.

- (3) WASD shall be responsible for all reasonable and necessary costs of the portion of Utility Work that is WASD's responsibility and all costs associated with any adjustments or changes to the Utility Work that conform to the WASD Standard Utility Specifications and are determined by the CITY's engineer to be necessary, including but not limited to, the cost of changing the Plans Package and the increase in the cost of performing the Utility Work, unless such adjustments and changes are necessitated by an error or omission of the CITY; however, WASD shall not be responsible for any costs that exceed ten percent (10%) above the probable construction costs, unless such additional costs are a direct result of a change to WASD's Standard Utility Specifications, or change in the scope of work initiated by WASD, after the design was completed or construction has begun. The CITY shall not bear the burden of costs related to unforeseen construction conditions that may arise after the Contingency Allowance (which may be used in accordance with the provisions of Paragraph 4(e)(4)(ix) above) has been depleted. Any such unforeseen conditions shall be reviewed and confirmed by both the CITY and WASD before additional costs are deemed compensable to the contractor. Additionally, WASD shall not be responsible for the cost of delays caused by such adjustments or changes unless such changes or adjustments are as a result of errors or omissions made by WASD.
- (4) The JPA for the CITY's construction of the Utility Work shall specify the method of payment to be used by the COUNTY, which may consist of either a lump sum payment provided up front and reconciled at the completion of construction, or progress payments made at agreed-upon construction milestones as work is completed. The JPA for the CITY's construction of the Utility Work shall also specify the amounts set aside for Allowance and Contingency accounts.
- (5) Upon final payment by the CITY to its contractor, the CITY will have its final and complete accounting of all costs incurred in connection with the work performed on the Project, including the Utility Work, completed. The CITY shall provide the COUNTY with Final Releases from the contractor. All Project cost records and accountings shall be available to WASD for a period of three (3) years after the final close-out of the Project for purposes of review and audit.
- (6) Within thirty (30) business days after the final close-out of the Project, the CITY will notify WASD of the final cost of the Utility Work. In the event the final cost of the Utility Work is less than the total of deposits by WASD in connection with the Project, a refund of the excess will be made by the CITY to WASD within forty-five (45) business days of the final close-out.

5. Claims Against the Parties Related to Utility Work

- a. In the event the CITY's contractor submits a notice of intent to make a claim against the CITY related to the Utility Work being constructed by WASD, the CITY will notify WASD of the notice of intent to make a claim, and WASD will cooperate with the CITY in analyzing and resolving the claim. In addition, upon notification of the contractor's notice of intent, WASD will keep and maintain daily field reports and records related to the intended claim.
- b. In the event the CITY's contractor submits a notice of intent to make a claim against the CITY related to the Utility Work being constructed by the CITY, the CITY will notify WASD of the notice of intent to make a claim, and WASD will cooperate with the CITY in analyzing and resolving the claim. In addition, upon notification of the contractor's notice of intent, the CITY will keep and maintain daily field reports and records related to the intended claim.
- c. After the CITY and WASD have analyzed all contractor claims, each party will be responsible for paying its respective liability for its portion of any claim as determined and outlined above. However, each party reserves all rights and defenses as to any such claims.

6. Compliance with the Law

The CITY and the COUNTY shall each comply with applicable federal, state and local laws, codes, ordinances, rules and regulations in performing their respective duties, responsibilities, and obligations pursuant to this Master Interlocal Agreement and with all applicable laws relating to the Project, including the Utility Work. Neither the CITY nor the COUNTY shall unlawfully discriminate in the performance of their respective duties under this Master Interlocal Agreement.

7. Force Majeure

Neither the COUNTY nor the CITY shall be liable for any consequences caused by force majeure, inevitable accident or occurrence or cause beyond the reasonable control of the COUNTY or the CITY, and such an act shall not constitute a breach of this Agreement on the part of the COUNTY or the CITY. Additionally, neither the COUNTY nor the CITY shall be liable to the other entity, its agents, its inhabitants or its customers for any damage resulting from such act or its consequences. As used herein, force majeure shall mean an act of God, which includes but is not limited to: sudden, unexpected or extraordinary forces of nature, such as floods, washouts, storms, hurricanes, fires, earthquakes, landslides, epidemics, explosions or other forces of nature. Inevitable accidents or occurrences shall mean those which are unpreventable by the COUNTY or the CITY and shall include but not be limited to: pandemics; 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. Material Price Escalation

The Parties acknowledge that unusual and extraordinary increases in the cost of materials, equipment, or supplies may occur during the performance of the Utility Work. The contract prices for Utility Work shall remain fixed and firm for the first twelve (12) months

following issuance of the applicable Notice to Proceed. Thereafter, if either Party seeks an adjustment due to documented supply-chain related price escalation, the Parties shall meet and confer in good faith to evaluate the request. Any agreed adjustment shall be documented in an Amendment to the JPA, in substantially the same form as Exhibit C, and shall specify the basis for the adjustment, the supporting documentation, and any corresponding modification to the Project budget. General inflation or ordinary market price fluctuations shall not be considered price escalation under this provision.

9. Dispute Resolution

The COUNTY and the CITY shall resolve any disputes, controversies or claims between them arising out of this Agreement in accordance with the “Florida Governmental Conflict Resolution Act,” Chapter 164, Florida Statutes, as amended. This Agreement shall be governed by the laws of the State of Florida. Venue in any proceedings shall be in Miami-Dade County, Florida. Each party will bear its own attorneys’ fees and costs.

10. Default

If either the CITY or the COUNTY fails to perform its obligations under this Master Interlocal Agreement or any Project-specific JPA between the CITY and the COUNTY, the non-defaulting party shall be entitled to reimbursement in full of all documented costs it has expended in connection with the Utility Work. Moreover, in accordance with the provisions of Paragraph 9 above, the non-defaulting party may, but is not required to, seek specific performance against the defaulting party. Further, any payments that have been made as of the date of default by the non-defaulting party, including all Contingency Allowance amounts, deposits, etc., shall be refunded in full.

11. Entire Agreement, Amendments, Joint Preparation, Severability

- a. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein, with the exception of the individual JPAs to be entered into on a Project-by-Project basis.
- b. No modifications, amendments or alterations in the terms herein shall be effective unless made in writing, approved and signed by all Parties hereto, which, in the case of the COUNTY, may require approval of its Board of County Commissioners, and which, in the case of the CITY, may require approval of the City Commission or the City Manager, as applicable.
- c. Additionally, the CITY and the COUNTY acknowledge that this Master Interlocal Agreement was prepared jointly, and each party had an opportunity to seek and receive whatever advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein. The language agreed to expresses their mutual intent, and, as a matter of judicial construction, the resulting document shall not be construed more severely against one of the Parties.
- d. In the event a portion of this Master Interlocal Agreement is found to be invalid by a court of competent jurisdiction, the remaining provisions shall continue to be effective unless the CITY or the COUNTY elect to terminate this Master Interlocal

Agreement. An election to terminate this Master Interlocal Agreement based upon this provision shall be made within ten (10) business days after the finding by the court becomes final.

12. 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 Master Interlocal Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

- (1) If to the COUNTY/WASD:
Miami-Dade Water & Sewer Department
Attn: Director
3071 S.W. 38th Avenue, 5th Floor
Miami, FL 33146

With a copy to:
Miami-Dade Water & Sewer Department
Attn: Chief, Intergovernmental Affairs
3071 S.W. 38th Avenue, Room 152
Miami, FL 33146

With a copy to:
Miami-Dade County
Attn: County Attorney
111 N.W. 1st Street, Suite 2810
Miami, FL 33128

- (2) If to the CITY:
City of Miami
Attn: City Manager
444 S.W. 2nd Avenue, 10th Floor
Miami, FL 33130

With copies to:
City of Miami
Attn: City Attorney
444 SW 2nd Avenue, 9th Floor
Miami, FL 33130

City of Miami
Attn: Resilience and Public Works Director
444 S.W. 2nd Avenue, 8th Floor
Miami, FL 33130

13. Contract Duration

This Master Interlocal Agreement shall be and remain in full force and effect for a period of ten (10) years from the Effective Date of this Master Interlocal Agreement, provided, however, that this Agreement may be terminated at any time. If either party seeks to terminate this Agreement, that party must provide a notice to the other party with thirty (30) business days' notice. If one of the Parties seeks to terminate this Master Interlocal Agreement, all projects that have been proceeding pursuant to the terms of this Agreement will survive and be completed in accordance with the Master Interlocal Agreement's terms. This Master Interlocal Agreement has a one-year option to renew that may be exercised at the discretion of the County Mayor or County Mayor's designee and the City Manager, so long as the CITY confirms in writing that it agrees to the exercise of the option to renew. Exercise of the one-year option to renew will not require further approval by the Board of County Commissioners or the City of Miami's Commission.

14. Miscellaneous

The CITY and the COUNTY agree that time is of the essence in the performance of all obligations under this Master Interlocal Agreement.

15. Counterparts / Electronic Signatures.

This document may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Master Interlocal Agreement. The Parties shall be entitled to sign and transmit an electronic signature of this Master Interlocal Agreement (whether by 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 Party an original signed Master Interlocal Agreement upon request.

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

ATTEST:

CLERK OF THE COURT
AND COMPTROLLER

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

BY:

Deputy Clerk Signature
Print Name: _____
Date: _____

BY: _____
County Mayor

Approved by County Attorney
as to form and legal sufficiency

Assistant County Attorney

ATTEST:

CITY OF MIAMI, a municipal
corporation of the State of Florida.

Todd B. Hannon, City Clerk

Arthur Noriega V, City Manager

APPROVED AS TO FORM AND
CORRECTNESS:

APPROVED AS TO INSURANCE
REQUIREMENTS:

George K. Wysong II
City Attorney

David Ruiz
Interim Risk Management Director

EXHIBIT A

CITY OF MIAMI & MIAMI-DADE COUNTY JOINT PARTICIPATION AGREEMENT

City of Miami Project No.: ____

Miami-Dade Water & Sewer Department Project No.: ____

Location: _____

Begin Date of Work: _____ End Date of Work: _____

THIS AGREEMENT, entered into this ____ day of _____, year of _____, (“Effective Date”), by and between the City of Miami (the “CITY”) and Miami-Dade County (the “COUNTY”),

WITNESSETH:

WHEREAS, on or about _____, the CITY and the COUNTY entered into an Interlocal Master Agreement, which was approved through CITY Resolution _____ and COUNTY Resolution ____; and

WHEREAS, the Interlocal Master Agreement provides the overall governing terms of the relationship and protocol for the CITY and the COUNTY to follow when they wish to enter into a Joint Participation Agreement (“JPA”) in those instances where the CITY intends to engage in a project that involves constructing, reconstructing or otherwise changing or improving a public road (the “Project”) and the COUNTY has utility facilities that must be protected, relocated, installed, adjusted or removed within the public road or area that the CITY intends to improve through the Project,

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and consistent with the terms of the Interlocal Master Agreement, the CITY and COUNTY hereby agree as follows:

1. The CITY shall perform the:

_____ Design

_____ Construction

_____ Design and Construction (Design/Build)

of the Utility Work as part of a CITY Project.

2. _____ As indicated in Paragraph 1 above, the CITY is to perform the

design for the Utility Work. Accordingly, consistent with Paragraph 4(c)(7) of the Master Interlocal Agreement, the COUNTY shall pay the CITY a lump sum for the design work within thirty (30) days of the COUNTY's receipt of an invoice from the CITY for the design costs as agreed to based on the design work order proposal provided to the COUNTY by the CITY. The COUNTY shall pay a 10% administrative fee based on the agreed-upon work order proposal amount for the CITY's contract administration of the design work. A copy of the County-approved Design Work Order Proposal is attached hereto as Exhibit 1.

3. _____ As indicated in Paragraph 1 above, the CITY is to perform the construction of the Utility Work. Based on the cost estimate agreed to by the CITY and the COUNTY in advance of selection of the Contractor, the COUNTY agrees to pay all costs associated with the Utility Work, including but not limited to: (a) ROW restoration within the envelope of WASD improvements; (b) permit fees for the Utility Work; (c) the County's share of costs of the Bid Bond, Payment and Performance Bond, and Maintenance Bond based on based on the proportion of the Utility Work contract amount to the total contract amount for the Project; (d) a Contingency Fund equal to 15% of the estimated total cost of the construction portion of the Utility Work, which fund shall be dedicated to cover changes to the Utility Work during construction; (e) a prorated share of the administrative costs for the construction of the Utility Work, which amount shall be three 3% of the total contract amount for the construction of the Utility Work; and (f) any applicable JOC or Sourcewell/Bidsafe fees as it related to the cost of the Utility Work.

4. As indicated in Paragraph 1 above, the CITY is to perform the design and/or construction of the Utility Work. Accordingly, consistent with Paragraph 4(f)(4) of the Interlocal Master Agreement, the COUNTY agrees that payments shall be made to the CITY for the design and/or construction of the Utility Work in the following manner or at the following times:

_____ Lump Sum (Design)

_____ Lump Sum (Construction)

_____ Progress Payments (Design-Build) – Based on invoice submittals for completed project Utility Work, which shall include certified copies of paid contractor payment requisitions and proof of payment.

_____ Progress Payments (Construction) – Based on invoice submittals for completed project Utility Work, which shall include certified copies of paid contractor payment requisitions and proof of payment.

5. The COUNTY-approved Utility Design work order proposal is \$_____, which amount is inclusive of \$_____ for Dedicated Allowance and \$_____ for the Contingency Allowance, which amount is 10% of the approved Utility Design Cost. In

addition, the County agrees to pay \$ _____ as the City's administrative fee for managing the Project, which amount is 10% of the approved Utility Design Cost. Any unused portion of the Dedicated Allowance and Contingency Allowance will be returned to the COUNTY by the CITY.

6. The COUNTY approved Utility Construction Costs estimate is \$ _____ inclusive of \$ _____ for Dedicated Allowance and \$ _____ for the Contingency Allowance, which amount is 15% of the approved Construction Cost estimate. In addition, the County agrees to pay \$ _____ as the City's administration fee for managing the Project, which amount is three (3) % of the approved Utility Construction Cost estimate. The COUNTY agrees to pay a JOC or Sourcewell/Bidsafe fee of \$ ____ (if applicable). For the construction portion of the Utility Work, the COUNTY agrees to reimburse the CITY in the manner indicated in Paragraph 4 above, subject to reconciliation after completion and acceptance of the Utility Work. A copy of the Utility Construction Cost Schedule is attached hereto as Exhibit ____.

8. COUNTERPARTS / ELECTRONIC SIGNATURES. This document may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The Parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by 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.

(REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK-
SIGNATURES APPEAR ON THE NEXT PAGE)

ATTEST: JUAN FERNANDEZ-BARQUIN,
CLERK OF THE COURT
AND COMPTROLLER

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

By: _____
(Deputy Clerk Signature)

By: _____
Daniella Levine Cava
County Mayor

Print Name: _____

Date: _____

ATTEST:

**CITY OF MIAMI, a municipal
corporation of the State of Florida**

City Clerk

City Manager

Date: _____

Date: _____

**APPROVED AS TO FORM AND
CORRECTNESS:**

**APPROVED AS TO INSURANCE
REQUIREMENTS:**

City Attorney

Risk Management Director

Date: _____

Date: _____

EXHIBIT B

SAMPLE LETTER OF INTENT TO PROCEED WITH PROJECT

Date: _____

Director
Miami-Dade Water and Sewer Department
3071 S.W. 38th Avenue, 5th Floor
Miami, Florida 33146

Re: City of Miami Intent to Proceed with City Project
Project Number: B-_____
Project Name: _____
Project Location: _____
Utility Meeting Date: _____
JPA Type: (Design or Construction or “Design/Build”)

Dear Director:

A Mandatory Utility Meeting was conducted on the referenced date between the City of Miami (the “City”) and the Miami-Dade Water and Sewer Department (the “WASD”) to discuss the possibility of entering into a Joint Participation Agreement (“JPA”) for the above-referenced project (the “Project”). At the conclusion of the meeting, WASD acknowledged the need for design, permitting and construction phase services for the Utility Work needed for the Project.

The City hereby acknowledges that it intends to proceed with the Project in accordance with the scope provided to WASD at the Mandatory Utility Meeting. The City seeks to enter into a JPA with WASD for Utility Work within the Project area in accordance with its Interlocal Master Agreement with Miami-Dade County dated (___/___/___).

Sincerely,

Director,
Department of Resilience and Public Works
City of Miami

EXHIBIT C

AMENDMENT NUMBER _____

CITY OF MIAMI & MIAMI-DADE COUNTY JOINT PARTICIPATION AGREEMENT

City of Miami Project No. _____

Miami-Dade Water & Sewer Department Project No. _____

Location: _____

Date of Work _____

THIS AMENDMENT NUMBER ____ (the “AMENDMENT”) is entered into this _____ day of _____, 202__ (“Effective Date”), by and between Miami-Dade County (the “County”) and the City of Miami (the “City”, and collectively with the County, the “Parties”) to amend the Joint Participation Agreement (the “Agreement”) entered into on _____ for City Project No. _____/Miami-Dade Water and Sewer Department (“WASD”) Project No. _____.

WITNESSETH

WHEREAS, pursuant to the Master Interlocal Agreement dated _____ and approved by both Parties’ governing boards, the Parties may enter into joint participation agreements for individual projects where the City will be performing work in an area where WASD also needs to make improvements; and

WHEREAS, the Parties desire to amend the Agreement to incorporate modifications to the Contract Cost and/or Contract Time for the Utility Work described in this Joint Participation Agreement due to [insert justification/explanation here],

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the County and the City hereby agree to the following:

1. The Agreement is hereby amended to revise the Contract Cost and/or Contract Time as follows:
 - a. ____ Contract Cost Adjustment
If applicable, the Contract Cost is hereby increased by \$_____, revising the original JPA amount of \$_____ to an amended total amount of \$_____.
 - b. ____ Contract Time Adjustment
If applicable, the Contract Time is hereby increased by _____ calendar days, revising the original JPA duration of _____ calendar days to an amended total duration of _____ calendar days.

2. All other terms and conditions set forth in the Agreement not expressly modified or revised herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment Number One by having the same signed by their duly authorized representatives, the day and year first written above.

ATTEST:

JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT
AND COMPTROLLER

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

BY: _____
Deputy Clerk Signature
Print Name: _____
Date: _____

BY: _____
County Mayor

Approved by County Attorney
as to form and legal sufficiency

Assistant County Attorney

ATTEST:

CITY OF MIAMI, a municipal
corporation of the State of Florida.

APPROVED AS TO INSURANCE REQUIREMENTS

City Manager

Finance Director

APPROVED AS TO FORM AND
CORRECTNESS:

ATTEST:

City Attorney

City Clerk

**AGENDA ITEM SUMMARY FORM**File ID: **#18152****Date:** 09/12/2025**Requesting Department:** Department of Resilience and Public Works**Commission Meeting Date:** 09/25/2025**Sponsored By:****District Impacted:** All**Type:** Resolution**Subject:** Execute - MDC Interlocal Master Agrmnt - Utility Work**Purpose of Item:**

A Resolution of the Miami City Commission, with attachment(a), authorizing the City Manager to negotiate and execute an Interlocal Master Agreement, in a form acceptable to the City Attorney, with Miami- Dade County ("County"), to provide utility work for the county, establishing the procedure for the performance and reimbursement of the utility work, including the utility design work to be performed and the utility construction work to be carried out; further authorizing the City Manager to execute individual Joint Participation Agreements, in substantially the attached form as " Exhibit A", without requiring further City Commission approval.

Background of Item:

On November 21, 2013, the City Commission adopted Resolution No. R-13-0469, which authorized the City Manager to execute an Interlocal Master Agreement with Miami- Dade County ("County"), to provide utility work for the County, establishing the procedure for the performance and reimbursement of the utility work, including the utility design work to be performed and the utility construction work to be carried out. On March 21, 2014, the City entered into the Agreement with the County for a term of ten (10) years and the agreement expired. On September 12, 2024, the City Commission adopted Resolution No. R-24-0037, which authorized the City Manager to execute an Interlocal Master Agreement for a term of one year, with the County, to provide utility work for the County, establishing the procedure for the performance and reimbursement of the utility work, including the utility design work to be performed and the utility construction work to be carried out; further authorizing the City Manager to execute individual Joint Participation Agreements without requiring further City Commission Approval. On December 18, 2024, the City entered into the Agreement with the County for a term of one (1) year and the agreement expires on December 18, 2025. The County owns or may, in the future, own certain water and wastewater facilities, including but not limited to, gravity sewer pipes, pump stations, reclaimed water pipes, valves and valve covers, manholes and access covers, water pipes, sanitary sewage pipes, meters, hydrants, and all appurtenances thereto, which are or may, in the future, be located in the City of Miami's public roads or lands ("Facilities"). The Miami-Dade Water and Sewer Department ("MDWASD") operates the County's water and sanitary wastewater system. The City engages in projects that involve constructing, reconstructing or otherwise changing public roads and other improvements located on

public roads or lands (hereinafter referred to as either the "Project" or the "Projects"). The City and the County may propose Projects that necessitate the installation, relocation (vertically or horizontally), replacement, adjustment or removal of the Facilities or some combination thereof (hereinafter referred to as "Utility Work"). The City and the County desire to minimize delays, costs, and impact to the public, which may result from lack of coordination and communication between or among them and their respective contractors performing the Project or the Utility Work. The City and the County desire to enter into a Master Agreement that establishes the procedure for the performance and reimbursement of the Utility Work, including the utility design work to be performed and the utility construction work to be carried out (the " Interlocal Master Agreement"). The purpose of the Interlocal Master Agreement and the individual Joint Participation Agreements (hereinafter, "JPAs") is to perform the Utility Work with the Project in an efficient, coordinated, economical and expeditious manner. The individual JPAs shall not require further City Commission approval.

Budget Impact Analysis

Item has NOT an Expenditure
Item is NOT Related to Revenue
Item is NOT funded by Bonds

Total Fiscal Impact:
N/A

Reviewed By

Department of Resilience and Public Works	Juvenal Santana	Department Head
Review Completed 09/16/2025 10:09 AM		
Office of Management and Budget Luis Hernandez-Torres	Budget Analyst Review	Completed 09/16/2025 10:49 AM
Office of Management and Budget Marie Gouin	Budget Review	Completed 09/16/2025 2:16 PM
City Manager's Office Asael Marrero	Assistant City Manager Review	Completed 09/16/2025 3:19 PM
City Manager's Office Natasha Colebrook-Williams	Deputy City Manager Review	Completed 09/16/2025 3:40 PM
City Manager's Office Arthur Noriega V	City Manager Review	Completed 09/16/2025 4:30 PM
Legislative Division Valentin J Alvarez	Legislative Division Review	Completed 09/16/2025 4:38 PM
Office of the City Attorney Patricia Arias	ACA Review	Completed 09/16/2025 5:52 PM
Office of the City Attorney George K. Wysong III	Approved Form and Correctness	Completed 09/16/2025 6:00 PM
City Commission Todd B. Hannon	Meeting	Pending 09/25/2025 9:00 AM



City of Miami

Legislation

Resolution

City Hall
3500 Pan American Drive
Miami, FL 33133
www.miamigov.com

File Number: 18152

Final Action Date:

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN INTERLOCAL MASTER AGREEMENT, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY, WITH MIAMI- DADE COUNTY ("COUNTY"), TO PROVIDE UTILITY WORK FOR THE COUNTY, ESTABLISHING THE PROCEDURE FOR THE PERFORMANCE AND REIMBURSEMENT OF THE UTILITY WORK, INCLUDING THE UTILITY DESIGN WORK TO BE PERFORMED AND THE UTILITY CONSTRUCTION WORK TO BE CARRIED OUT; FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE INDIVIDUAL JOINT PARTICIPATION AGREEMENTS, IN SUBSTANTIALLY THE ATTACHED FORM AS "EXHIBIT A," WITHOUT REQUIRING FURTHER CITY COMMISSION APPROVAL.

WHEREAS, on November 21, 2013, the City Commission adopted Resolution No. R-13-0469, which authorized the City Manager to execute an Interlocal Master Agreement with Miami-Dade County ("County"), to provide utility work for the County, establishing the procedure for the performance and reimbursement of the utility work, including the utility design work to be performed and the utility construction work to be carried out; and

WHEREAS, on March 21, 2014, the City entered into the Agreement with the County for a term of ten (10) years and the agreement expired; and

WHEREAS, on September 12, 2024, the City Commission adopted Resolution No. R-24-0337, which authorized the City Manager to execute an Interlocal Master Agreement for a term of one (1) year, with the County, to provide utility work for the County, establishing the procedure for the performance and reimbursement of the utility work, including the utility design work to be performed and the utility construction work to be carried out and further authorizing the City Manager to execute individual Joint Participation Agreements without requiring further City Commission approval; and

WHEREAS, on December 18, 2024, the City of Miami ("City") entered into the Agreement with the County for a term of one (1) year, which expires on December 18, 2025; and

WHEREAS, the County owns or may, in the future, own certain water and wastewater facilities, including but not limited to, gravity sewer pipes, pump stations, reclaimed water pipes, valves and valve covers, manholes and access covers, water pipes, sanitary sewage pipes, meters, hydrants, and all appurtenances thereto, which are or may, in the future, be located in the City's public roads or lands ("Facilities"); and

WHEREAS, the Miami-Dade Water and Sewer Department ("WASD") operates the County's water and sanitary wastewater system; and

WHEREAS, the City engages in projects that involve constructing, reconstructing or otherwise changing public roads and other improvements located on public roads or lands (hereinafter referred to as either the "Project" or the "Projects"); and

WHEREAS, the City and the County may propose Projects that necessitate the installation, relocation (vertically or horizontally), replacement, adjustment or removal of the Facilities or some combination thereof (hereinafter referred to as "Utility Work"); and

WHEREAS, the City and the County desire to minimize delays, costs, and impact to the public, which may result from lack of coordination and communication between or among them and their respective contractors performing the Project or the Utility Work; and

WHEREAS, the City and the County desire to enter into a Master Agreement that establishes the procedure for the performance and reimbursement of Utility Work, including the utility design work to be performed and the utility construction work to be carried out ("the Interlocal Master Agreement"); and

WHEREAS, the purpose of the Interlocal Master Agreement and the individual Joint Participation Agreements (hereinafter "JPAs") is to perform the Utility Work with the Project in an efficient, coordinated, economical and expeditious manner; and

WHEREAS, the individual JPAs shall not require further City Commission approval;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION 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 as if fully set forth in this Section.

Section 2. The City Manager is authorized¹ to negotiate and execute an Interlocal Master Agreement, in a form acceptable to the City Attorney, with the County to provide utility work for the County, establishing the procedure for the performance and reimbursement of the utility work, including the utility design work to be performed and the utility construction work to be carried out.

Section 3. The City Manager is further authorized¹ to execute individual JPAs, in substantially the attached form as "Exhibit A," without requiring further City Commission approval.

Section 4. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.²

APPROVED AS TO FORM AND CORRECTNESS:


George K. Wyssing III, City Attorney 9/16/2025

¹ The herein authorization is further subject to compliance with all legal requirements that may be imposed, including but not limited to those prescribed by applicable City Charter and City Code provisions.

² If the Mayor does not sign this Resolution, it shall become effective at the end of ten (10) calendar days from the date it was passed and adopted. If the mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.

**CITY OF MIAMI
OFFICE OF THE CITY ATTORNEY
MEMORANDUM**

TO: Honorable Mayor and Members of the City Commission
FROM: George K. Wysong III, City Attorney 
DATE: September 25, 2025
RE: City Commission Meeting –September 25, 2025
Proposed Authorization to Settle Litigation in the Matter of *Jorge M. Perez Art Museum of Miami-Dade County, Inc., d/b/a Perez Art Museum Miami v. City of Miami*, Case No. 2024-12120-CA-01 to Include a Minimum Annual Payment of \$500,000.00 by Perez Art Museum Miami to City of Miami, Limitations on the Operation of the Digital Sign, and Penalties for Violations of the Limitations, in Exchange for the City Manager’s Consent to the License Agreement Between Perez Art Museum and Orange Barrel Media Pursuant to Section 16.1 of the Lease, in Full and Complete Settlement of Any and All Claims and Demands Between the Parties, Including All Claims for Attorneys’ Fees and Costs for Each Party, Upon the Execution of a General Release of all Claims and Demands Pending and Dismissals with Prejudice.

The attached proposed Resolution seeks authorization to enter into the above-described Settlement Agreement in the Matter of *Jorge M. Perez Art Museum of Miami-Dade County, Inc., d/b/a Perez Art Museum Miami v. City of Miami*, Case No. 2024-12120-CA-01, which shall include a minimum annual payment of \$500,000.00 by Perez Art Museum to the City of Miami, limitations on the operation of the Digital Sign at issue in the litigation, and penalties for violations of the limitations, in exchange for the Manager’s consent to the License Agreement between Perez Art Museum Miami and Orange Barrel Media pursuant to Section 16.1 of the Lease, in full and complete settlement of any and all claims and demands between the parties, including all claims for attorneys’ fees and costs for each party, upon the execution of a general release of all claims and demands pending and dismissals with prejudice of the parties’ respective claims against each other.

This lawsuit was brought by Perez Art Museum Miami against the City of Miami following the City’s issuance of a Notice of Default pursuant to Section 20.1 of the Lease between the City and Perez Art Museum Miami (“the Lease”) based on, *inter alia*, Perez Art Museum Miami’s failure to provide the City with a copy of the License Agreement that it entered into with non-party Orange Barrel Media, LLC (OBM) (“the License Agreement”) before executing same. The License Agreement with OBM was aimed at erecting and operating a large digital commercial sign on Perez Art Museum Miami’s leased premises owned by the City. Perez Art Museum Miami filed a lawsuit alleging a claim for declaratory and injunctive relief. The City, in turn, filed an Answer

asserting several affirmative defenses as well as a counterclaim for declaratory relief against Perez Art Museum Miami.

The Office of the City Attorney has investigated and evaluated this case and has approved the recommendation of this settlement.

cc: Art Noriega, V, City Manager
Miriam M. Santana, Agenda Coordinator

Attachment(s)

GKW/KRJ



MEMORANDUM (Revised)

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

DATE: December 2, 2025

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Substitute
Agenda Item No. 8(O)(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 Demetria Lewis Carr Mayor
Veto _____
Override _____

Substitute
Agenda Item No. 8(O)(4)
12-2-25

RESOLUTION NO. R-1160-25

RESOLUTION APPROVING A MASTER JOINT PARTICIPATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI TO ESTABLISH PROCEDURES FOR THE PERFORMANCE AND REIMBURSEMENT OF UTILITY WORK BETWEEN THE CITY OF MIAMI AND MIAMI-DADE COUNTY; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE MASTER JOINT PARTICIPATION AGREEMENT AS WELL AS PROJECT-SPECIFIC INDIVIDUAL JOINT PARTICIPATION AGREEMENTS WITH THE CITY OF MIAMI AS UTILITY WORK PROJECTS ARE IDENTIFIED; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY PROVISIONS CONTAINED IN THE MASTER JOINT PARTICIPATION AGREEMENT AND THE PROJECT-SPECIFIC INDIVIDUAL JOINT PARTICIPATION AGREEMENTS

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 and authorizes the County Mayor or County Mayor's designee to execute the Master Joint Participation Agreement between Miami-Dade County (the "County") and the City of Miami (the "City"), in substantially the form attached to the accompanying memorandum as Exhibit 1 (the "Master JPA"). The Master JPA establishes procedures for the performance and reimbursement of utility work between the City and the County. The Board also authorizes the County Mayor or County Mayor's designee to execute project-specific individual joint participation agreements with the City as utility work projects are identified. Further, the Board

authorizes the County Mayor or County Mayor's designee to exercise any and all of provisions contained in the Master JPA as well as the project-specific individual Joint Participation Agreements.

The foregoing resolution was offered by Commissioner **Danielle Cohen Higgins** , 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
Sen. René García	aye	Oliver G. Gilbert, III	aye
Roberto J. Gonzalez	absent	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Vicki L. Lopez	aye
Natalie Milian Orbis	aye	Raquel A. Regalado	aye
Micky Steinberg	absent		

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