

Memorandum



Date: July 8, 2020

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

Agenda Item No. 8(N)(6)

From: Carlos A. Gimenez
Mayor

Subject: Joint Participation Agreement Between Miami-Dade County and the City of North Miami Beach to Provide Miami-Dade County with Funding in an Amount up to \$55,000 for the Construction of a Roadway Resurfacing Project Along NE 21 Avenue from NE 185 Terrace to NE 191 Drive within the City of North Miami Beach

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the execution of a Joint Participation Agreement (JPA) between Miami-Dade County (County) and the City of North Miami Beach (City) to provide the County with funding in an amount up to \$55,000 for the construction of a roadway resurfacing project along NE 21 Avenue from NE 185 Terrace to NE 191 Drive within the City (Project).

Scope

The Project is in County Commission District 4, represented by Commissioner Sally A. Heyman.

Fiscal Impact/Funding Source

The construction cost estimate for the Project is \$120,000. The City will provide funding in an amount up to \$55,000 for the Project and the County will provide the balance (\$65,000) from the Building Better Communities General Obligation Bond. The Project is included in the FY 2019-20 Adopted Budget and Multi-Year Capital Plan under Capital Project Number 608260 (Site 70413).

Track Record/Monitor

The Project will be assigned to Rene Idarraga, P.E., Chief, Construction Division, Department of Transportation and Public Works (DTPW), who will oversee inspections conducted by DTPW staff.

Background

The segment of NE 21 Avenue from NE 185 Terrace to NE 191 Drive is a boundary roadway between the City and the County. This road connects the residential area known as Sky Lake to NE 186 Street, a major east-west corridor in NE Miami-Dade. On April 12, 2019, DTPW received, through Commission District 4, a request from the City to mill and resurface the segment of NE 21 Avenue from NE 185 Terrace to NE 191 Drive. An assessment of the roadway conditions confirmed the need for re-pavement of the roadway surface. A cost estimate was then developed in order to identify the funding required to implement this Project. Since the maintenance jurisdiction for NE 21 Avenue is shared between the City and the County, and in order to minimize the impact of overlapping re-pavement projects to residents and motorists alike, it has been agreed to implement one roadway resurfacing project along the entire segment of NE 21 Avenue, funded by

Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners
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both the County and the City. To this end, the City has agreed to provide funding for the portion of work along the segments under its jurisdiction, with the County agreeing to fund its share of the Project and implement the work along the limits of the corridor.

On January 21, 2020, the City Commission adopted Resolution No. 2020-05 (Attachment 1) approving this JPA. The County will implement a Public Involvement Plan during the construction of the Project to provide information to property owners, tenants and area residents for major work to be performed in the area. Construction is tentatively scheduled to commence in August 2020.



Jennifer Moon
Deputy Mayor



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: July 8, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(N)(6)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

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7-8-20

RESOLUTION NO. _____

RESOLUTION APPROVING A JOINT PARTICIPATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF NORTH MIAMI BEACH TO PROVIDE MIAMI-DADE COUNTY WITH FUNDING IN AN AMOUNT UP TO \$55,000.00 FOR THE CONSTRUCTION OF A ROADWAY RESURFACING PROJECT ALONG NE 21 AVENUE FROM NE 185 TERRACE TO NE 191 DRIVE WITHIN THE CITY OF NORTH MIAMI BEACH; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE SAME AND EXERCISE THE PROVISIONS CONTAINED THEREIN

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

WHEREAS, both the City of North Miami Beach and Miami-Dade County wish to facilitate a roadway resurfacing project along NE 21 Avenue from NE 185 Terrace to NE 191 Drive within the City of North Miami Beach,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Joint Participation Agreement between Miami-Dade County and the City of North Miami Beach to provide Miami-Dade County with funding in an amount up to \$55,000.00 for the construction of a roadway resurfacing project along NE 21 Avenue from NE 185 Terrace to NE 191 Drive within the City of North Miami Beach, in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise the provisions contained therein.

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

- | | |
|--------------------------------|----------------------|
| Audrey M. Edmonson, Chairwoman | |
| Rebeca Sosa, Vice Chairwoman | |
| Esteban L. Bovo, Jr. | Daniella Levine Cava |
| Jose "Pepe" Diaz | Sally A. Heyman |
| Eileen Higgins | Barbara J. Jordan |
| Joe A. Martinez | Jean Monestime |
| Dennis C. Moss | Sen. Javier D. Souto |
| Xavier L. Suarez | |

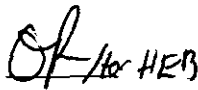
The Chairperson thereupon declared this resolution duly passed and adopted this 8th day of July, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by 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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Hugo Benitez

RESOLUTION NO. R2020-05

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE JOINT PARTICIPATION AGREEMENT BETWEEN THE CITY AND MIAMI DADE COUNTY FOR THE REPAIR OF THE ROADWAY BETWEEN NE 21ST AVENUE FROM NE 185TH TERRACE TO NE 191ST DRIVE IN SKYLAKE, AND APPROVING THE SUM OF FIFTY-FIVE THOUSAND DOLLARS (\$55,000) AS CONTRIBUTION TOWARDS THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of North Miami Beach (“City”) finds that in order to maintain and improve the health, safety, and welfare of the City, it is necessary to repair and maintain the roads within the City limits; and

WHEREAS, the roadway between NE 21st Avenue, from NE 185TH Terrace to NE 191st Drive (“roadway”) in Skylake, North Miami Beach, shares jurisdiction with the Miami-Dade County (“County”); and

WHEREAS, the roadway is beyond its design life, the pavement has deteriorated and is listed in the top priority of roads for repair in the City’s Pavement Assessment Report of June 2014; and

WHEREAS, the County has agreed to mill and resurface the roadway and wishes to enter into a Joint Participation Agreement (“JPA”) (attached as Exhibit “A”) with the City for cost sharing of the work; and

WHEREAS, the total estimated cost of the roadway improvement is one hundred and twenty thousand dollars only (\$120,000), and the City will contribute the sum of fifty-five thousand dollars (\$55,000) towards the cost of the roadway improvement; and

WHEREAS, the improvement of the roadway is aligned with the City’s Strategic Plan of promoting a city that is beautiful, safe, and livable, as well as a “financially sound organization” and;

WHEREAS, the Mayor and City Commission find it to be in the best interests of the City to authorize the City Manager or designee to execute the JPA attached as Exhibit “A” and contribute the sum of fifty-five thousand dollars (\$55,000) for the improvement of the roadway.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of North Miami Beach, Florida:

Section 1. The aforementioned recitals are true and correct.

Section 2. The Mayor and Commission of the City of North Miami Beach, Florida, hereby direct and authorize the City Manager or designee, in a form acceptable to the City Attorney, to

execute the Joint Participation Agreement (Exhibit "A") between the City of North Miami Beach and the Miami-Dade County.

Section 3. This resolution shall take effect immediately upon approval.

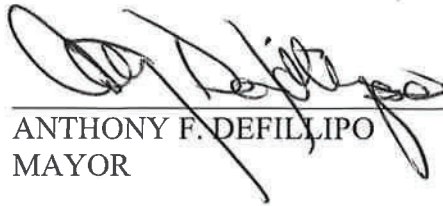
APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **21st day of January 2020.**

ATTEST:



ANDRISE BERNARD, CMC
CITY CLERK

(CITY SEAL)



ANTHONY F. DEFILLIPO
MAYOR

APPROVED AS TO FORM & LANGUAGE
& FOR EXECUTION:



SARAH L. JOHNSTON
CITY ATTORNEY

Sponsored by: Mayor & City Commission

**JOINT PARTICIPATION AGREEMENT
BETWEEN THE CITY OF NORTH MIAMI BEACH AND MIAMI-DADE COUNTY
NE 21 AVENUE FROM NE 185 TERRACE TO NE 191 DRIVE**

This AGREEMENT made and entered into this __ day of _____, 2019, by and between the CITY OF NORTH MIAMI BEACH, FLORIDA, a municipal corporation of the STATE OF FLORIDA, hereinafter referred to as the "City", and MIAMI-DADE COUNTY, a political subdivision of the STATE OF FLORIDA, hereinafter referred to as the "County".

WITNESSETH

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

The construction of a roadway resurfacing project along NE 21 Avenue from NE 185 Terrace to NE 191 Drive within the City; and

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

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

1. RESPONSIBILITIES OF CITY:

1.1. Financial Provisions – Construction: The Project's construction is currently estimated to cost \$120,000.00 (this amount includes a 10% contingency). Subject to the provisions of Section 2.4 of this Agreement, the City agrees that it will, no later than twenty-one (21) calendar days after the County's execution of this

Agreement, disburse to the County funding in the amount of \$55,000.00 for payment of the City's share of the estimated construction cost. The County may utilize these funds for payment towards the costs of Project construction. The City shall incur no liability for any costs in excess of said funding amount unless there has been a duly authorized increase approved by the City Commission. The County shall not be obligated to commence work if the City's share of the construction cost is in excess of said funding amount. If the bid amount exceeds the current estimated cost of the Project, the County reserves the right to reject all bids and rebid.

The County intends to have its final and complete accounting of all costs incurred in connection with the City's portion of the work performed hereunder within one hundred eighty (180) calendar days of final payment of construction costs. All construction cost records and accounts shall be subject to audit by a representative of the City for a period of three (3) years after final close out of the construction. The City will be notified of the final cost. 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 City. If the final accounting is not performed within one hundred eighty (180) calendar days, the County is not relieved from its obligation to pay.

1.2. Project Cost Adjustment: The amount contributed by the City is based on the current estimated costs of the Project. The parties recognize that adjustments to the above referenced cost may be required in the future and that at the options of

the parties, amendments may be entered into to revise the funds available for the Project. Provided that there is no increase in the amount of City funds required as stated in Section 1.2, Amendments may be executed by the City Mayor and the County Mayor or County Mayor's designee without the need for approval by the City Commission and County Commission. Otherwise, further funding commitments shall be subject to the approvals of the parties' respective governing boards.

1.3. Maintenance: The City shall be solely responsible for maintenance for their portion of NE 21 Avenue upon completion of construction.

2. RESPONSIBILITIES OF COUNTY:

2.1. Public Information and Involvement: The County will implement a Public Involvement Plan (PIP) during the construction of the Project to provide information to property owners, tenants, and area residents, including but not limited to: public meetings, Project documentation and flyers, business signs, directional parking signs, and schedules for major work to be performed in the area. Appropriate investigation of the Project stakeholders will be used to develop the goals and objectives to implement the PIP.

2.2. Publicity: By the acceptance of these funds, the County agrees that the activities funded by this Agreement shall recognize and adequately reference the City as a funding source.

2.3. Accounting: The County shall at all times maintain separate accounting for the costs of the Project so those costs may be independently verified and audited by the City, at the request and cost of the City. The County agrees to permit the City

auditors to inspect the books, records and accounts of the Project for three (3) years after completion of the Project. These records shall be made available to the City for inspection within five (5) business days upon written receipt of a written request from the City.

2.4. Construction: The County shall procure the services of a licensed contractor holding an engineering contractor's license to construct the Project. The County may award the contract through any available lawful means which, in the County's discretion, affords the most competitive price for construction of the Project and which may include, but is not limited to, bid solicitation, request for proposals, the award of a change order on existing County contract(s), or the extension of unit-prices provided in connection with prior competitive bid awards. Notwithstanding any provision to the contrary, the County shall comply with all applicable County contract compliance and oversight measures.

The construction contract shall also contain a requirement that the contractor(s) provide a payment and performance bond at least in the amount and form required by state law naming the City and the County as joint obligees or joint contracting public entities. The construction contract shall contain a contingency amount to address unforeseen conditions and other required changes which shall not exceed ten percent (10%) of the base amount of the contract.

The City agrees that the selection, retention and discharge of such contractor shall be the responsibility of the County.

2.5. Claims and Change Orders: The County shall notify the City's Public Works

Director in writing when claims or change orders arise. The County shall also invite the City to participate in negotiations of these claims and change orders. The City shall review and make a determination or approval of all change orders or supplemental agreements, permits, modifications of plans, or other requests for approvals submitted by the County within ten (10) calendar days.

2.6. Construction Administration and Inspection: The County shall exercise all responsibilities of the owner under the construction contract, including construction administration and inspections. The County may delegate this function to an authorized agent or Construction Engineering Inspection (CEI) consultant. The City's inspector or a consultant of the City shall have an oversight role in the routine daily inspections for the Project. In the case of a disagreement over the interpretation of the plans, the County's Department of Transportation and Public Works Director, or their designee, shall have final authority. The City's designated representative and the County's designated representative shall jointly perform the inspection of the Project which immediately precedes substantial completion.

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

3. COMPLIANCE WITH LAWS: The parties shall comply with applicable federal, state and local laws, codes, ordinances, rules and regulations in performing their respective duties, responsibilities, and obligations pursuant to this Agreement and with all

applicable laws relating to the Project. The parties shall not unlawfully discriminate in the performance of their respective duties under this Agreement.

4. **PROJECT SIGNAGE**: The County shall furnish and install a Project sign in each direction of traffic indicating that this project is being funded in coordination with the City, in proximity to the start/end of the Project limits. Should Maintenance of Traffic (MOT) signage be required as part of the work, the Project sign shall be placed an appropriate distance before the MOT signage range. The Project signs shall remain in place for the duration of the work or as directed by the Project engineer.
5. **INDEMNIFICATION**: To the extent authorized by Florida law, the City hereby agrees to indemnify, defend, save and hold harmless the County to the extent of all the limitations included with Section 768.28, Florida Statutes, from all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of or due to the breach of this Agreement by the City, its agents or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the County for its sole negligence or breach of contract.

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

In the event of breach or non-performance by the persons selected by the County

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

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

7. **ENTIRE AGREEMENT, AMENDMENTS:** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms contained herein shall be effective unless set forth in writing in accordance with this section. No modification,

amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the parties.

8. **JOINT PREPARATION**: The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties from the other.
9. **SEVERANCE**: In the event a portion of this Agreement is found to be invalid by a court of competent jurisdiction, the remaining provisions shall continue to be effective unless the City or County elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) business days after the finding by the court becomes final.

10. NOTICES: Any and all notices required to be given under this Agreement shall be sent

by first class mail, addressed as follows:

To the County:

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

To the City:

Attention: Anthony F. DeFillipo
Mayor, City of North Miami Beach
17011 NE 19 Avenue, 4th Floor
North Miami Beach, Florida 33162
(305) 948-2986

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

ATTEST:
HARVEY RUVIN
CLERK OF THE BOARD

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

BY: _____
Deputy Clerk

BY: _____
County Mayor or County Mayor's Designee

Approved by County Attorney
as to form and legal sufficiency

County Attorney

ATTEST:
BY: Andrise Bernard
Andrise Bernard, CMC
City Clerk

(Affix City Seal)

CITY OF NORTH MIAMI BEACH, a municipal
corporation of the State of Florida

BY: Anthony F. DeFillipo
Anthony F. DeFillipo
Mayor

Approved by City Attorney
as to legal form and correctness

[Signature]
City Attorney