

C7 A A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING IN SUBSTANTIAL FORM, AN INTERGOVERNMENTAL AGENCY AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND MIAMI-DADE COUNTY PURSUANT TO SECTIONS 2-95 AND 2-96.1 OF THE MIAMI-DADE COUNTY CODE FOR THE WEST AVENUE NEIGHBORHOOD 1) INSTALLATION AND MAINTENANCE RESPONSIBILITIES OF THE PROPOSED 25 MPH SPEED LIMIT SIGNS; AND 2) INSTALLATION AND MAINTENANCE RESPONSIBILITIES OF PAVERS AND THE ASSOCIATED STRIPING AND PAVEMENT MARKINGS; AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND FINALIZE THE INTERGOVERNMENTAL AGENCY AGREEMENT CONSISTENT WITH THE TERMS SET FORTH HEREIN, AND SUBJECT TO FORM APPROVAL BY THE CITY ATTORNEY; AND FURTHER, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE THE FINAL NEGOTIATED AGREEMENT WITH MIAMI-DADE COUNTY.

Applicable Area:

MIAMI BEACH

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission

FROM: Eric Carpenter, City Manager

DATE: April 23, 2025

TITLE: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING IN SUBSTANTIAL FORM, AN INTERGOVERNMENTAL AGENCY AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND MIAMI-DADE COUNTY PURSUANT TO SECTIONS 2-95 AND 2-96.1 OF THE MIAMI-DADE COUNTY CODE FOR THE WEST AVENUE NEIGHBORHOOD 1) INSTALLATION AND MAINTENANCE RESPONSIBILITIES OF THE PROPOSED 25 MPH SPEED LIMIT SIGNS; AND 2) INSTALLATION AND MAINTENANCE RESPONSIBILITIES OF PAVERS AND THE ASSOCIATED STRIPING AND PAVEMENT MARKINGS; AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND FINALIZE THE INTERGOVERNMENTAL AGENCY AGREEMENT CONSISTENT WITH THE TERMS SET FORTH HEREIN, AND SUBJECT TO FORM APPROVAL BY THE CITY ATTORNEY; AND FURTHER, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE THE FINAL NEGOTIATED AGREEMENT WITH MIAMI-DADE COUNTY.

RECOMMENDATION

The City Administration (Administration) recommends that the Mayor and City Commission (City Commission) adopt the Resolution.

BACKGROUND/HISTORY

The West Avenue Neighborhood Improvement Project (Project) is designed to enhance quality of life with aesthetics and infrastructure, and to reduce flood risk to this vulnerable neighborhood both now and in the future. This neighborhood is one of the lowest lying areas in the City of Miami Beach (City) with elevations as low as 1.7' NAVD. Flooding is expected to worsen, as the City faces 14-30 inches of sea level rise over the next thirty years (Southeast Florida Regional Climate Change Compact, 2019). A high groundwater table and intense rain events result in additional compound flooding concerns.

The Project represents a comprehensively defined neighborhood improvement program, focused on resolving challenges associated with climate impacts and aged infrastructure. The proposed improvements within the West Avenue neighborhood includes the raising of the paved roadway, harmonization to the adjacent properties, installation of a new robust storm water drainage collection and pumping system, replacement of the existing water distribution/transmission systems and gravity sanitary sewers, installation of new street lighting, pedestrian lighting, replacement of existing and installation of a new signalized intersection with mast arms, new landscaping, irrigation and construction of a new bay walk segment. The limits of the improvements are West Avenue between 8th Street and Lincoln Road, including side streets, and Bay Road between 14th Street and Collins Canal, and includes upgrading the project to City standards of resilience of the neighborhood.

On March 22, 2017, the City Commission adopted Resolution No. 2017-29800, accepting the recommendation of the City Manager to award a Design Build Agreement (Agreement) to Ric-

Man Construction Florida, Inc. (Ric-Man) for design-build services for West Avenue Improvements Phase II north of 14 Street (Phase II). On July 31, 2017, the City issued a Notice to Proceed to Ric-Man to commence design work pursuant to the terms and conditions of the Agreement.

The notice to proceed to start construction of the stormwater pump station at the City's parking lot on West Avenue was issued and the construction began on January 2, 2024. The West Avenue segment between 14th Street and Collins Canal is in the final design development and permitting phase.

Coordination with the community continues as the private property harmonization designs are being prepared and presented to the individual property representatives.

ANALYSIS

Ric-Man, in order to obtain one of, if not the final remaining permit, has submitted the Project's Pavement Marking and Signage drawings to Miami-Dade County (County) Department of Transportation and Public Works, for review. Review by the County has identified items requiring the creation and execution of an Intergovernmental Agency Agreement (IAA) between the City and the County, transferring the maintenance responsibilities of certain non-standard items from the County to the City. The construction drawings for the Project include a reduction in speed limit from 30 miles per hour (MPH) to 25 MPH, and a paver roadway with associated striping for a portion of 16 Street and Lincoln Terrace, west of Bay Road. As these are non-standard items, the maintenance responsibility for which normally fall under the responsibility of the County, the City is requesting to assume maintenance responsibilities for these items, thereby obtaining approval and permit for the design/construction documents.

Pursuant to Sections 2-95 and 2-96.1 of the County Code, all traffic control and traffic engineering services in Miami-Dade County are under the exclusive jurisdiction of the County and Section 2-96.1 of the County Code provides the County Manager [Mayor] or his/her designee with the authority, in his/her sole discretion, to enter into an IAA to permit an adequately equipped municipal agency to assume certain traffic engineering functions.

In the attached draft IAA (Exhibit A), the City is requesting that the County:

1. Allow the City to perform the installation and maintenance responsibilities of the 25 MPH speed limit signs pertaining to its local municipal streets within the Project area only; and
2. Allow the City to perform the installation and maintenance responsibilities of pavers and the associated markings and striping within the project limits.

In accordance with the IAA, the City has transportation engineers available to plan, design, and perform construction inspection of transportation projects within its Public Works Department and has represented to the County that it is capable, equipped, and qualified to perform the duties and functions requested. Further, the City has reviewed the construction documents and found them to be in compliance with the Design Criteria Package for the Project, and that the identified deviations from County Standards are in the best interest of the Project and the City.

FISCAL IMPACT STATEMENT

N/A

Does this Ordinance require a Business Impact Estimate?
(FOR ORDINANCES ONLY)

If applicable, the Business Impact Estimate (BIE) was published on:
See BIE at: <https://www.miamibeachfl.gov/city-hall/city-clerk/meeting-notice/>

FINANCIAL INFORMATION

N/A

CONCLUSION

The Administration recommends approving the Resolution, authorizing the Administration to enter into negotiations with Miami-Dade County, for an IAA, in substantial form with the provided template.

ATTACHMENTS:

Exhibit A – Intergovernmental Agency Agreement

Applicable Area

South Beach

Is this a “Residents Right to Know” item, pursuant to City Code Section 2-17?

Yes

Is this item related to a G.O. Bond Project?

No

Was this Agenda Item initially requested by a lobbyist which, as defined in Code Sec. 2-481, includes a principal engaged in lobbying? No

If so, specify the name of lobbyist(s) and principal(s):

Department

Capital Improvement Projects

Sponsor(s)

Co-sponsor(s)

Condensed Title

Intergovernmental Agency Agreement w/ MDC, West Ave Neighborhood. CIP

Previous Action (For City Clerk Use Only)

**INTERGOVERNMENTAL AGENCY AGREEMENT
BETWEEN THE CITY OF MIAMI BEACH,
FLORIDA AND MIAMI-DADE COUNTY,
FLORIDA**

THIS INTERGOVERNMENTAL AGREEMENT (the “Intergovernmental Agreement”), made this ____ day of _____, 2025, by and between Miami-Dade County, Florida, a political subdivision of the State of Florida (the “County”) and the City of Miami Beach, a municipal corporation under the laws of the State of Florida (the “City”) ; and

WHEREAS, the Act provides “the governing body of any county which has adopted a home rule charter may, in its discretion, by resolution delegate the exercise of the powers conferred upon the county by [the Act] within the boundaries of a municipality to the governing body of such a municipality;” and

WHEREAS, the Act further provides that “[s]uch a delegation to a municipality shall confer only such powers upon a municipality as shall be specifically enumerated in the delegating resolution;” and

WHEREAS, on March 22, 2017, the City of Miami Beach Mayor and City Commission adopted Resolution No. 2017-29800, to award a design/build agreement to Ric-Man Construction Florida, Inc. (Ric-Man), for design-build services for West Avenue Improvements North of 14th Street (Phase II); and

WHEREAS, on February 4, 2021 Change Order No. 5 was executed, in part, to enhance the aesthetics of the neighborhood, increase its walkability, and improve the quality of life of its residents; and

WHEREAS, street pavers were included in the project as part of Change Order No. 5 at the street end of 14th Street, 16th Street, Lincoln Terrace, Lincoln Road, Lincoln Ct and Bay Road (from Lincoln Rd to the Canal); and

WHEREAS, Miami-Dade County (the “County”), through County Ordinance No. 68-70, § 1, enacted Nov. 19, 1968, has jurisdictional authority over traffic engineering, traffic control devices, and municipal traffic markings, and permits signing and pavement markings plans through the Miami-Dade County Department of Transportation and Public Works; and

WHEREAS, the County, in accordance with County Ordinance No. 68-70, § 1, wishes to establish an Intergovernmental Agreement between the City and the County for the maintenance of the pavers, and the 25 mph speed limit signs; and

WHEREAS, the City and the County are mutually desirous of providing assurances for the future continued maintenance, repair, and replacement, when necessary, of the pavers; and the speed signs and

WHEREAS, the City shall, at its sole cost and expense, maintain, repair, replace, and remove as necessary the pavers; and the speed signs and

NOW, THEREFORE, in consideration of the premises and the mutual covenants recorded herein, the County and the City agree as follows:

I. Installation

The pavers will be installed in the following areas (the “Improved Areas”):

- A. Bay Road from the intersection of Lincoln Road to the Collins Canal, including the interstation of Bay Road and Lincoln Road.
- B. Lincoln Court from the intersection of Lincoln Road to the Collins Canal
- C. Lincoln Road from the intersection of Lincoln Court to the street end at Biscayne Bay, including the intersection of Lincoln Court and Lincoln Road
- D. Lincoln Terrace from Bay Road to Biscayne Bay
- E. 16th Street from Bay Road to the street end at Biscayne Bay
- F. 14th Street from Bay Road to the street end at Biscayne Bay

The reduced speed, 25 MPH speed signs will be installed along the following areas:

- A. West Ave between 14th Street and Lincoln Rd,
- B. Bay Rd, Between 14th Street and Dade Blvd Canal.

II. Standards

All work covered by this intergovernmental agreement submitted for review and approval shall be in accordance with this Agreement and conform to the applicable requirements established by the following publications:

- A. Florida Department of Transportation's Standard Specifications for Road and Bridge Construction;
- B. Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation Federal Highway Administration (ANSI D6- Ie- 1989), including latest revisions;
- C. Standard Highway Signs, U.S. Department of Transportation, Federal Highway Administration; and
- D. Miami-Dade County Public Works Manual (available from the Public Works and Waste Management Department, Reproduction Services, 111 NW 1st Street. Suite 1604, Miami. FL 33128).
- E. Florida Highway Guide Sign Program chapter 14-51.
- F. Manual of Uniform Minimum Standards for Design, Construction and Maintenance for

Streets and Highways (Florida Greenbook)

III. Maintenance Responsibility

The City assumes sole and complete responsibility for the maintenance of all pavers that are installed within the Improved Area within City boundaries. If the City fails to maintain the pavers, and the speed signs and it shall be responsible for any and all costs incurred by the County to replace them, maintain them, or remove them.

IV. Liability and Indemnification

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

V. No Waiver of Sovereign Immunity

Notwithstanding any other term in this Agreement, nothing herein shall be deemed a waiver of the City or the County's sovereign immunity, sovereign rights, or limitations of liability as provided by Section 768.28, Florida Statutes, as may be amended from time to time.

VI. Failure to Comply with the Agreement

The City shall be responsible for keeping records of any and all installations and repairs, and for furnishing pertinent documents as and when said records may be requested. The Parties shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

VII. Headings

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

VIII. Amendments

This Agreement may be amended, modified, released, or altered, and its material provisions may be waived, only by written instrument. and only if properly executed by all parties hereto. This Agreement may be released if the following conditions are met:

The pavers in the Improved Area are replaced with asphalt pavement. If other materials, such as pavers, are utilized, this Agreement shall remain in full force and effect.

The speed limits are reversed to 30 MPH and the speed signs are updated throughout the project area.

IX. Effective Date

This Agreement shall become effective on the date first written above after such Agreement is fully executed by all parties hereto.

X. Inspector General Review

A. The County shall have the right to retain, at its sole cost, the services of an independent private sector inspector general whenever the County deems it appropriate to do so, in accordance with Miami-Dade County Administrative Order No. 3-20.

B. The City shall have the right to utilize the services of the City's Inspector General, at its sole cost, whenever the City deems it appropriate to do so in accordance with Section 2-276, of the City's Code of Ordinances.

XI. Entirety

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

XII. Miscellaneous

A. Third Party Beneficiaries. None of the parties intend to directly or substantially benefit any third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

B. Construction of Agreement. All parties have substantially contributed to the drafting and negotiation of this Agreement and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The parties hereto acknowledge that they have thoroughly read this Agreement, including all exhibits and attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

C. Jurisdiction. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Miami-Dade County, Florida.

D. Severance. Should any clause or provision of this Agreement be determined to be illegal, invalid, or unenforceable under any present or future law by final judgment of a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any such provision is held to be illegal, invalid, or unenforceable, there will be added in lieu thereof a legal, valid, and enforceable provision that is as similar as possible in terms to the illegal invalid or unenforceable provision, which is agreed to by all parties.

E. Waiver. No consent or waiver by a party to, or of, any breach, or default, by the

other party in the performance by such other party of its obligations under this Agreement will be deemed or construed to be a consent or waiver to, or of, any other breach or default in the performance by such other party of the same or any other obligations of such other party hereunder. No action or inaction shall be construed as a consent or waiver and all consents and waivers must be in writing signed by the party against whom enforcement of the consent or waiver is sought. Failure by a party to complain of any act, or inaction, of the other party or to declare the other party in default, irrespective of how long such failure continues, will not constitute a waiver by such party of its rights hereunder. The giving of consent by a party in any one instance will not limit or waive the necessity to obtain such party's consent in any future instance.

F. This Agreement may be amended only by the written agreement signed by the City, and the County.

G. The recitals in this Agreement are incorporated in the Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed in their names by their duly authorized officers and the corporate seals to be affixed hereto, all as of the day and year first above written.

CITY OF MIAMI BEACH

Approved for form and legal sufficiency

By: _____
Eric Carpenter
City Manager

By: _____
Assistant County Attorney

ATTEST

By: _____
City Clerk

Approved for form and legal sufficiency

By: _____
City Attorney

MIAMI-DADE COUNTY

By: _____
Mayor

ATTEST

By: _____
Deputy Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING IN SUBSTANTIAL FORM, AN INTERGOVERNMENTAL AGENCY AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND MIAMI-DADE COUNTY PURSUANT TO SECTIONS 2-95 AND 2-96.1 OF THE MIAMI-DADE COUNTY CODE FOR THE WEST AVENUE NEIGHBORHOOD 1) INSTALLATION AND MAINTENANCE RESPONSIBILITIES OF THE PROPOSED 25 MPH SPEED LIMIT SIGNS; AND 2) INSTALLATION AND MAINTENANCE RESPONSIBILITIES OF PAVERS AND THE ASSOCIATED STRIPING AND PAVEMENT MARKINGS; AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND FINALIZE THE INTERGOVERNMENTAL AGENCY AGREEMENT CONSISTENT WITH THE TERMS SET FORTH HEREIN, AND SUBJECT TO FORM APPROVAL BY THE CITY ATTORNEY; AND FURTHER, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE THE FINAL NEGOTIATED AGREEMENT WITH MIAMI-DADE COUNTY.

WHEREAS, the West Avenue Neighborhood Improvement Project ("Project") is designed to enhance residents' quality of life with aesthetics and infrastructure, and to reduce flood risk to this vulnerable neighborhood both now and in the future; and

WHEREAS, this neighborhood is one of the lowest lying areas in the City of Miami Beach ("City") with elevations as low as 1.7' NAVD, and flooding is expected to worsen as the City faces 14-30 inches of sea level rise over the next thirty (30) years (according to the Southeast Florida Regional Climate Change Compact, 2019), a high groundwater table, and intense rain events result in additional compound flooding concerns; and

WHEREAS, on March 22, 2017, the Mayor and City Commission passed Resolution Nos. 2017-29799 and 2017-29800, awarding design/build service contracts to Ric-Man Construction Florida, Inc. ("Ric-Man"), for West Avenue South of 14th Street Improvements and West Avenue North of 14th Street Improvements, Phase II, pursuant to RFP Nos. 2016-090-KB and 2016-091-KB (collectively, the "Projects"), respectively; and

WHEREAS, on July 31, 2017, the City issued a Notice to Proceed to Ric-Man to commence design work pursuant to the terms and conditions of the Agreement; and

WHEREAS, the notice to proceed to start construction of the stormwater pump station at the City's parking lot on West Avenue was issued and the construction began on January 2, 2024 and the West Avenue segment between 14th Street and Collins Canal is in the final design development and permitting phase; and

WHEREAS, coordination with the community continues as the private property harmonization designs are being prepared and presented to the individual property representatives; and

WHEREAS, Ric-Man, in order to obtain one of, if not the final remaining permit, has submitted the Project's Pavement Marking and Signage drawings to the Miami-Dade County Department of Transportation and Public Works ("County") for review; and

WHEREAS, review by the County has identified items requiring the creation and execution of an Intergovernmental Agency Agreement ("IAA") between the City and the County, transferring the maintenance responsibilities of certain non-standard items from the County to the City; and

WHEREAS, the construction drawings for the Project include a reduction in speed limit from 30 miles per hour ("MPH") to 25 MPH, and a paver roadway with associated striping for a portion of 16 Street and Lincoln Terrace, west of Bay Road; and

WHEREAS, as these are non-standard items, the maintenance responsibility for which normally fall under the responsibility of the County, the City is requesting to assume maintenance responsibilities for these items, thereby obtaining approval and permit for the design/construction documents; and

WHEREAS, pursuant to Sections 2-95 and 2-96.1 of the County Code, all traffic control and traffic engineering services in Miami-Dade County are under the exclusive jurisdiction of the County and Section 2-96.1 of the County Code provides the County Manager [Mayor] or his/her designee with the authority, in his/her sole discretion, to enter into an IAA to permit an adequately equipped municipal agency to assume certain traffic engineering functions; and

WHEREAS, the City is requesting that the County allow the City to assume the installation and maintenance responsibilities of the 25 MPH speed limit signs pertaining to its local municipal streets within the Project area only, and allow the City to perform the installation and maintenance responsibilities of the pavers and the associated markings and striping within the project limits.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, approving in substantial form, an Intergovernmental Agency Agreement between the City of Miami Beach and Miami-Dade County pursuant to Sections 2-95 and 2-96.1 of the Miami-Dade County code for the West Avenue neighborhood 1) installation and maintenance responsibilities of the proposed 25 mph speed limit signs; and 2) installation and maintenance responsibilities of pavers and the associated striping and pavement markings; and authorizing the City Manager to negotiate and finalize the Intergovernmental Agency Agreement consistent with the terms set forth herein, and subject to form approval by the City Attorney; and further, authorizing the City Manager and City Clerk to execute the final negotiated agreement with Miami-Dade County.

PASSED and ADOPTED this ____ day of _____, 2025.

ATTEST:

Steven Meiner, Mayor

Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney

4/15/2025
Date