

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: November 6, 2024

Presenter's Name and Title: Leah deRiel, Assistant City Engineer, on behalf of Engineering and Strategic Development

Prepared By: Leah deRiel, Assistant City Engineer

Temp. Reso. Number: R8242

Item Description: Temp. Reso. No. R8242, APPROVING THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF MIRAMAR FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT: PEMBROKE ROAD BIKE LANE (MIRA-025); AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT. (Assistant City Engineer Leah deRiel)

Consent Resolution Ordinance Quasi-Judicial Public Hearing

Instructions for the Office of the City Clerk: The Resolution and Agreement to be signed on the Dais.

Public Notice – As Required by the Sec. _____ of the City Code and/or Sec. _____, Florida Statutes, public notice for this item was provided as follows: on _____, in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within _____ feet of the property on _____. (Fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____ Florida Statutes, approval of this item requires a _____ (unanimous 4/5ths etc. vote of the City Commission).

Fiscal Impact: Yes No

REMARKS: No Fiscal Impact


Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR No. 8242**
 - **Exhibit "A": First Amendment to the Interlocal Agreement Between Broward County and City of Miramar for Surtax-Funded Municipal Transportation Project: Pembroke Road Bike Lane (MIRA-025)**
- **Attachment(s)**
 - **Attachment 1: Location Map**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor and City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Salvador Zuniga, City Engineer

DATE: October 31, 2024

RE: Temp. Reso. No. R8242, Approving the First Amendment to the Interlocal Agreement Between Broward County and the City of Miramar for Surtax-Funded Municipal Transportation Project

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. R8242, approving the First Amendment to the Interlocal Agreement Between Broward County and the City of Miramar for Surtax-Funded Municipal Transportation Project: Pembroke Road Bike Lane (MIRA-025).

ISSUE: City Commission approval is required to execute the Amendment to the Interlocal Agreement.

BACKGROUND: In September 2018, municipalities entered into Interlocal Agreements (“ILAs”) with Broward County and the Broward Metropolitan Planning Organization (“MPO”) that outlined terms for implementing a proposed transportation system surtax that was approved by voters on November 6, 2018. This ILA and its subsequent amendments established the process to prioritize and make recommendations for funding municipal capital improvement projects submitted by each municipality that was a part of ILA. The first round of ranking of municipal capital projects was completed by the MPO, and this Project was included in that review and ranking. It was determined statutorily eligible for funding and subsequently approved for funding by the Broward County Board of County Commissioners.

On July 1, 2022, the City entered into the original project-specific ILA, which governed and funded the Design Phase of the Project. The City and County now desire to amend the ILA to include the Construction Phase, including construction documents, deliverables, surtax funding, and term extension, so that the County can provide funding for the construction of the Project. The City will implement the Project, as funded by County with surtax funding, in accordance with the terms of this Agreement.

DISCUSSION: In order to receive Construction Phase Transportation Surtax funds from the County, the City must execute the First Amendment to the ILA. The intent of the First Amendment to the ILA is to set forth the terms and conditions for County to provide Construction-Phase transportation surtax funding for this Project and the terms and conditions for the City to complete the Construction Phase of the Project.

ANALYSIS: There is no fiscal impact to the City. Broward County Transportation Surtax funds will be used to fund all eligible components of these projects. Maximum funds authorized by Broward County for this construction phase are \$1,841,095.86.

Temp. Reso. No. R8242
09/03/24
10/29/24

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF MIRAMAR FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT: PEMBROKE ROAD BIKE LANE (MIRA-025); AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, municipalities entered into interlocal agreements (“ILAs”) with Broward County and the Broward Metropolitan Planning Organization (“MPO”) for implementation of the transportation system surtax approved by voters on November 6, 2018; and

WHEREAS, the City approved the Transportation System Surtax Interlocal Agreement (Surtax ILA) on September 17, 2018, through Resolution No.18-182; and

WHEREAS, on July 1, 2022, the City entered into the original Interlocal Agreement (“Agreement”) for the Surtax-funded Municipal Transportation Project MIRA-025, in connection with the City’s improvements to Pembroke Road; and

WHEREAS, The City and County now desire to amend the Agreement to include the construction documents, deliverables, and surtax funding, and extend the Term, retroactively, for County to provide funding for the construction of the Project.; and

Reso. No. _____

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WHEREAS, the City Manager recommends that the City Commission approve the First Amendment to the Agreement Between Broward County and the City of Miramar for Surtax-Funded Municipal Transportation Project: Pembroke Road Bike Lane (MIRA-025), and authorize the City Manager to execute the First Amendment, in the form attached hereto as Exhibit “A;” and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the First Amendment to the Agreement Between Broward County and City of Miramar for Surtax-Funded Municipal Transportation Project: Pembroke Road Bike Lane (MIRA-025), and authorizes the City Manager to execute the First Amendment, in the form attached hereto as Exhibit “A.”

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That it approves the First Amendment to the Agreement Between Broward County and City of Miramar for Surtax-Funded Municipal Transportation Project: Pembroke Road Bike Lane (MIRA-025).

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Section 3: That the City Manager is authorized to execute the First Amendment to the Agreement in the form attached hereto as Exhibit "A," together with such non-substantive changes as are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4: That the appropriate City Officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 5: That this Resolution shall take effect immediately upon adoption.

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09/03/24
10/29/24

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

<u>Requested by Administration</u>	<u>Voted</u>
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Mayor Wayne M. Messam	_____

Reso. No. _____

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF
MIRAMAR FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT:
PEMBROKE ROAD BIKE LANE (MIRA-025)**

This is the First Amendment ("First Amendment") to the Agreement (defined below) between Broward County, a political subdivision of the State of Florida ("County"), and the City of Miramar, a municipality of the State of Florida ("Municipality") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. On July 1, 2022, the Parties entered into the Interlocal Agreement for the Surtax-Funded Municipal Transportation Project Mira-025, (the "Agreement"), in connection with Municipality's improvements to Pembroke Road.

B. The Parties now desire to amend the Agreement to include the construction documents, deliverables, and surtax funding, and extend the Term, retroactively, for County to provide funding for the construction of the Project.

Now, therefore, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, County and Municipality agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Modifications to specific language within the Agreement made in this First Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. Section 4.1 of the Agreement is amended as follows:

4.1 Term. The term of this Agreement shall begin on the date it is fully executed by the Parties ("Effective Date") and shall end on ~~March 31, 2024~~ **August 14, 2026** ("Initial Term"), unless extended pursuant to Section 4.2.

5. Section 5.4 of the Agreement is amended as follows:

Maximum Funding. Municipality acknowledges that the Maximum Funding Amount set forth below is the maximum amount payable by County and constitutes a limitation upon County's obligation to provide funding to Municipality for the Project. Municipality further acknowledges that subtotal amounts set forth below for the applicable phases and in the Funding Schedule (including as amended) are the maximum amounts payable for the applicable portions of the Project, and constitute limitations on County's obligation to provide funding to Municipality for the Project.

Description	Not-To-Exceed Amounts
Phase 1: Design <u>Award paid to City - Complete</u> <u>Less: Unspent funding</u> <u>Total Surtax Funding for Phase 1</u>	\$252,000 <u>(\$43,375.50)</u> <u>\$208,624.50</u>
<u>Phase 2: Construction Estimate</u> <u>Plus: 5% Contingency</u> <u>Plus: CEI Services</u> <u>Total Construction</u> <u>Plus: Bidding and Post Design Services</u> <u>Total Construction and Post Design</u> <u>Less: Phase 1 Unspent Amount</u> <u>Total Surtax Funding for Phase 2</u>	<u>\$1,430,219.27</u> <u>\$71,510.96</u> <u>\$343,252.62</u> <u>\$1,844,982.86</u> <u>\$39,488.50</u> <u>\$1,884,471.36</u> <u>(\$43,375.50)</u> <u>\$1,841,095.86</u>
MAXIMUM FUNDING AMOUNT <u>Phase 1 and Phase 2:</u>	\$252,000 <u>\$2,093,095.86</u>

Note 1: County previously paid Municipality \$252,000 for the design phase (Phase 1) of the Project. After completion of Phase 1, Municipality reported expenses of \$208,624.50, with a residual balance of \$43,375.50. The residual balance will be applied to the construction phase (Phase 2) of the Project.

In no event shall County be liable to provide funding to Municipality in excess of the applicable amounts stated in the Funding Schedule or the Maximum Funding Amount, regardless of the basis for any claim or the basis for increased cost, including, without limitation, differing site conditions, delays, weather, or any other reason. If the actual costs of the Project exceed the amount County is obligated to fund per the Funding Schedule, as same may be amended pursuant to this Agreement, Municipality shall be solely responsible for funding any and all such additional amounts. Municipality is solely responsible for any and all costs to operate, support, and maintain the Project unless otherwise agreed in writing by the Parties; County has no obligation to fund any costs related to the Project except as expressly stated in this Agreement.

6. Section 11.6, "Notices" is amended as follows:

...

With a copy to:

Broward County Attorney's Office:
 Attn: ~~Angela J. Wallace~~ **Nathaniel Klitsberg**
 115 South Andrews Avenue, Room 423
 Fort Lauderdale, Florida 33301
 Email address: ~~ajwallace@broward.org~~ **nklitsberg@broward.org**

...

7. The following text is added to Section 1 of Exhibit A of the Agreement as follows:

The Project shall be constructed in accordance with the Project’s Signed and Sealed Plans, dated March 19, 2024, and Technical Specifications dated March 3, 2024, incorporated herein by this reference.

8. A new Section 4 is added to Exhibit A as follows (bold and underline omitted):

4. Construction Deliverables and Schedule

DELIVERABLES: Phase 2

No.	Description	Duration/Deadline	Acceptance Criteria
1	Bid Advertisement	12/5/2024	Approved Solicitation
2	Award of Contract /Notice to Proceed (NTP)	5/19/2025	Fully Executed Construction Agreement; NTP Issued by Municipality
3	25% of Project work completed	7/18/2025	Proof of Expenditure by Municipality
4	50% of Project work completed	10/16/2025	Proof of Expenditure by Municipality
5	75% of Project work completed	1/14/2026	Proof of Expenditure by Municipality
6	Substantial Completion	3/15/2026	Includes punch list items, final inspections, and non-substantial work items.
7	Final Completion	4/14/2026	Project Certified/Final Payment Issued

Project Schedule: Phase 2

Description	Deadline
Bid Advertisement	12/5/2024
Award of Contract/Notice to Proceed (NTP)	5/19/2025
Substantial Completion	3/15/2026
Final Project Completion	4/14/2026

9. A new section is added to Exhibit B of the Agreement as follows (bold and underline omitted):

For the construction phase, Municipality shall invoice County the Maximum Not-To-Exceed Amount stated below, which funds shall be used only for the applicable Deliverable or Phase. Upon completion of the applicable deliverable or phase, Municipality shall submit documentation

to County demonstrating the actual expenditures and the total amount of funds received for that deliverable and not yet expended, which amounts shall be credited toward the subsequent deliverable payment or refunded to County, as requested by the Contract Administrator. Absent prior written approval by the Contract Administrator, Municipality may not invoice County for funding for a subsequent Deliverable or Phase until all prior Deliverables or Phases have been satisfactorily completed. Municipality may not invoice for a Deliverable or Phase for which a not-to-exceed amount has not been specified in the applicable Funding Schedule.

Deliverable/Phase Description	Maximum Not-to-Exceed Amount
Construction Phase	
Deliverables 1-3: Bid Advertisement; Award of Contract/Notice to Proceed (NTP); 25% of Project work completed	\$460,273.96
Deliverable 4: 50% of Project work completed	\$460,273.96
Deliverable 5: 75% of Project work completed	\$460,273.96
Deliverables 6-7: Substantial Completion; Final Completion	\$460,273.98
GRAND TOTAL	<u>\$1,841,095.86</u>

10. In the event of any conflict or ambiguity between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control. The Agreement, as amended herein by this First Amendment, 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 hereof that are not contained in the Agreement as amended in this First Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

11. Preparation of this First Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

12. The Parties agree and acknowledge that through the effective date of this First Amendment, Municipality has no claims against County with respect to any of the matters covered by the Agreement, and Municipality has no right of set-off or counterclaims against any of the amounts payable under the Agreement.

13. The effective date of this First Amendment shall be the date of complete execution by both Parties.

14. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 25th day of August, 2020, Agenda Item No. 86, and CITY OF MIRAMAR, signing by and through its Authorized Signer, duly authorized to execute same.

BROWARD COUNTY

BROWARD COUNTY, by and through
its County Administrator

By _____
Monica Cepero

____ day of _____, 2024

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
William J. Bucciero (Date)
Assistant County Attorney

By _____
Nathaniel A. Klitsberg (Date)
Transportation Surtax General Counsel

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF
MIRAMAR FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT:
PEMBROKE ROAD BIKE LANE (MIRA-025)**

MUNICIPALITY

ATTEST:

CITY OF MIRAMAR

Denise Gibbs, City Clerk

By: _____
Dr. Roy Virgin, City Manager

_____ day of _____, 2024

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

Burnadette Norris-Weeks, City Attorney

