

Jose "Pepe" Diaz, Chairman	
Oliver G. Gilbert, III, Vice-Chairman	
Sen. René García	Keon Hardemon
Sally A. Heyman	Danielle Cohen Higgins
Eileen Higgins	Kionne L. McGhee
Jean Monestime	Raquel A. Regalado
Rebeca Sosa	Sen. Javier D. Souto

The Chairperson thereupon declared this resolution duly passed and adopted this 18<sup>th</sup> day of October, 2022. 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.



Bruce Libhaber

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(N)(2)  
10-18-22



RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING A COVENANT FOR MAINTENANCE OF IMPROVEMENTS WITHIN MIAMI-DADE COUNTY RIGHT-OF-WAY BETWEEN THE CITY OF NORTH MIAMI BEACH AND MIAMI-DADE COUNTY FOR THE INSTALLATION OF PATTERNED CROSSWALKS ALONG HARRIET TUBMAN HIGHWAY FROM NE 164 STREET TO NE 173 STREET; 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,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board approves the covenant for maintenance between Miami-Dade County and the City of North Miami Beach for the special improvements along Harriet Tubman Highway from NE 164 Street to NE 173 Street, 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:



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** October 18, 2022

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 8(N)(2)

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

Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners  
Page No. 2

Beach will provide maintenance operations upon completion of the Project within the County's right-of-way.

**Track Record/Monitor**

The Project will be assigned to Rene Idarraga, P.E., Chief, Construction Division, DTPW, who will be responsible for monitoring this Project for the County.

**Background**

The City of North Miami Beach requested for the installation of patterned crosswalks via the DTPW project along Harriet Tubman Highway from NE 164 ST to NE 173 ST. A patterned crosswalk is not a standard item maintained by the County. Thus, via this covenant, the City of North Miami Beach agrees to fund, operate, and maintain such improvement.



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Jimmy Morales  
Chief Operations Officer

# Memorandum



**Date:** October 18, 2022

**To:** Honorable Chairman Jose “Pepe” Diaz  
and Members, Board of County Commissioners

**From:** Daniella Levine Cava   
Mayor

**Subject:** Resolution Approving Covenant for Maintenance between Miami-Dade County  
and the City of North Miami Beach for Certain Improvements within Miami-  
Dade County Right-of-Way

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## **Executive Summary**

The purpose of this item is to approve a resolution authorizing the execution of a Covenant for Maintenance between Miami-Dade County and the City of North Miami Beach for certain improvements within Miami-Dade County right-of-way. The City of North Miami Beach requested for the installation of patterned crosswalks via the Department of Transportation and Public Works (DTPW) project along Harriet Tubman Highway. The improvements requested by the City of North Miami Beach are estimated to cost \$113,526.00 and will be funded solely by the City of North Miami Beach and built by the County under project 20140020 – Harriet Tubman Highway from NE 164 Street to NE 173 Street in RIF District Three. The City of North Miami Beach will provide maintenance operations upon completion of the Project.

## **Recommendation**

It is recommended that the Board of County Commissioners approve the attached resolution authorizing the execution of a Covenant for Maintenance between Miami-Dade County and the City of North Miami Beach for certain improvements within Miami-Dade County Right-of-Way.

## **Delegated Authority**

In accordance with Section 2-8.3 of the Miami-Dade Code related to identifying delegation of Board authority, there are no authorities beyond that specified in the resolution which includes authority for the Mayor and Mayor’s designee to execute the agreement and receive and expend these and any additional funds should they become available.

## **Scope**

The impact of this item is project-specific in nature and limited to the project location. The Project is located within District 2, which is represented by Commissioner Jean Monestime, and District 4, which is represented by Commissioner Sally A. Heyman.

## **Fiscal Impact/Funding Source**

There is no fiscal impact to the County for this Project. The improvements requested by the City of North Miami Beach are estimated to cost \$113,526.00 and will be funded solely by the City of North Miami Beach and built by the County under project 20140020 – Harriet Tubman Highway from NE 164 Street to NE 173 Street in RIF District Three. The City of North Miami

# MEMORANDUM

Agenda Item No. 8(N)(2)

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**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** October 18, 2022

**FROM:** Geri Bonzon-Keenan  
County Attorney

**SUBJECT:** Resolution approving a covenant for maintenance of improvements within Miami-Dade County right-of-way between the City of North Miami Beach and Miami-Dade County for the installation of patterned crosswalks along Harriet Tubman Highway from NE 164 Street to NE 173 Street; and authorizing the County Mayor to execute the same and exercise the provisions contained therein

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



\_\_\_\_\_  
Geri Bonzon-Keenan  
County Attorney

GBK/ks

**COVENANT FOR MAINTENANCE OF CERTAIN IMPROVEMENTS WITHIN  
MIAMI-DADE COUNTY RIGHT-OF-WAY BETWEEN THE CITY OF NORTH MIAMI BEACH  
AND MIAMI-DADE COUNTY**

WHEREAS, the City of North Miami Beach requests the installation of patterned crosswalks; a special feature, via the Miami Dade County Department of Transportation and Public Work (DTPW) roadway widening project along Harriet Tubman Hwy from NE 164 ST to NE 173 ST within the public road right-of-way (the "Improvements"); and

WHEREAS, the City of North Miami Beach and Miami-Dade County are mutually desirous of providing assurances for the future continued maintenance, repair and replacement of the Improvements; and

WHEREAS, the City of North Miami Beach shall be solely responsible for the funding, operation and maintenance of the Improvements.

NOW, THEREFORE, in consideration of the covenants herein provided, the City of North Miami Beach agrees as follows:

1. The improvements to be installed as part of the Miami Dade County DTPW roadway widening project along Harriet Tubman Hwy and fully funded by the City of North Miami Beach.
2. To maintain repair and replace, when necessary, the Improvements. If it becomes necessary for Miami-Dade County to make repairs, maintain or replace the Improvements including restoration of street, by reason of the City of North Miami Beach's failure to do so, such expense shall be paid by the City of North Miami Beach.
3. To the extent allowed by Florida Statute 786.28, the City of North Miami Beach does hereby agree to indemnify and hold Miami-Dade County harmless from any and all liability for personal injury/property damage that may arise by virtue of the City of North Miami Beach's own negligence which may come from Miami-Dade County permitting the installation of the Improvements within the public right-of-way, or from the City of North Miami Beach's negligent failure to maintain or operate the Improvements.
4. The City of North Miami Beach does hereby agree to remove or relocate the Improvements at the City of North Miami Beach's own expense, within 60 days' notice by the County to do so. Failure to comply with this notice will result in Miami-Dade County causing the Improvements to be removed and all costs incurred in the removal and disposal of the Improvements shall be assessed against the City of North Miami Beach.
5. The undersigned further agrees that these conditions shall be deemed a Covenant between the City of North Miami Beach and Miami-Dade County and shall remain in full force and effect and be binding on the City of North Miami Beach until such time as this

obligation has been cancelled by an affidavit filed in the Public Records of Miami-Dade County, Florida by the Director of the Department of Transportation and Public Works (or their fully authorized representative).

Signed, sealed, executed and acknowledged on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at Miami, Florida.

Signed, sealed and delivered in the presence of:



**CITY OF NORTH MIAMI BEACH**

**MIAMI-DADE COUNTY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Clerk

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**(ACKNOWLEDGEMENT – CORPORATION)**

STATE OF FLORIDA            )  
  ) SS.  
COUNTY OF MIAMI-DADE    )

BEFORE ME, the undersigned authority, this day personally appeared \_\_\_\_\_ and \_\_\_\_\_ both being to me well known and known by me to be the City Manager and City Clerk of the City of North Miami Beach, a Corporation under the laws of the State of Florida, and which said Corporation is known by me to be the person described in and which executed the foregoing Covenant, the said officers of the said Corporation being likewise known by me to be the officers thereof who, in their official capacities as such officers of said Corporation executed, signed and delivered the said Covenant as the act and deed of said Corporation, and the said officers of said Corporation then and there severally acknowledged to and before me that they executed the said Covenant, acting in their said official capacities, for and as the act and deed of the said Corporation and in its name, and impressed thereon its Corporate Seal, for the uses and purposes therein mentioned, and after being thereunto by the said Corporation duly authorized and directed.

WITNESS my hand and official Seal at \_\_\_\_\_, in the County and State aforesaid, on this, the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20 \_\_\_\_\_.



\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

My Commission expires: \_\_\_\_\_

