

**RESOLUTION No. 17-144**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A JOINT PARTICIPATION AGREEMENT WITH MIAMI-DADE COUNTY FOR THE CITY TO UNDERTAKE THE CONSTRUCTION OF TWO (2) TRAFFIC SIGNAL DEVICES AT THE INTERSECTION OF NW 97 AVENUE AND 74 STREET AND 102 AVENUE AND 74 STREET, WITH THE MAJORITY OF THE COSTS TO BE REIMBURSED TO THE CITY; AUTHORIZING THE CITY MANAGER TO EXECUTE THE JOINT PARTICIPATION AGREEMENT AND TO EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Doral (the “City”) is presently engaged, by and through BCC Engineering (“BCC”), in the design of a new roadway connection along NW 102nd Avenue between NW 66th Street and NW 74<sup>th</sup>, for which the City is completely responsible for the cost of design as well as construction (“102 Ave/74 St. Improvements”); and

**WHEREAS**, 74th Street, along the City’s northeast borders, has long stretches without traffic signals, making crossing 74th Street a challenge and creating other undesirable conditions; and

**WHEREAS**, Miami-Dade County (the “County”) has performed a signal warrant analysis and has acknowledged a need to include a traffic signal devices at that intersection of NW 74 Street and NW 102 Avenue (“102/74 Traffic Light”) and another one at the intersection of NW 74 Street and NW 97 Avenue (“97/74 Traffic Light”); and

**WHEREAS**, while the 97/74 Traffic Light lies in the intersection of two (2) county roads, the 102/74 Traffic Light lies in the intersection of one (1) county road and one (1) City road;

**WHEREAS**, a developer has submitted a \$50,000 payment to Miami-Dade County as contribution towards the 97/74 Traffic Light; and

**WHEREAS**, a developer has submitted a \$100,000 payment to Miami-Dade County as contribution towards the 102/74 Traffic Light; and

**WHEREAS**, given the City's work involving the 102 Ave / 74 St. Improvements, staff has determined that it would be cost effective to employ the services of BCC Engineering to also undertake the design of the 102/74 Traffic Signal and the 97/74 Traffic Signal; and

**WHEREAS**, the cost estimated for the two traffic signals is \$800,000.00, but the County shall be responsible for payment of \$600,000.00, which said amount would be paid to the City as a reimbursement under the terms of the proposed Joint Participation Agreement, in substantially the form attached as Exhibit "A" (the "JPA"); and

**WHEREAS**, Staff has recommended that the City Council authorize the City Manager to negotiate and enter into the JPA with Miami-Dade County for the design and construction of the traffic signals at the intersections of N.W. 97th Avenue / N.W. 74th Street and N.W. 102nd Avenue / NW 74th Street as per the terms of the proposed JPA.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

**Section 2. Approval.** The JPA with Miami-Dade County for the design and construction of the 102/74 Traffic Signal and the 97/74 Traffic Signal, in substantially the form attached hereto as Exhibit "A", which is incorporated herein and made a part hereof

by this reference, is hereby approved, along with any non-materials effectuated by the City and/or the County may make for legal form and sufficiency.

**Section 3. Authorization.** The City Manager is authorized to execute the JPA with the County on the behalf of the City.

**Section 4. Implementation.** The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

**Section 5. Effective Date.** This Resolution shall take effect immediately upon adoption.


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

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED this 9 day of August, 2017.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, CMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

  
\_\_\_\_\_  
WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.  
CITY ATTORNEY

# EXHIBIT “A”

**JOINT PARTICIPATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF DORAL TO COMPLETE THE CONSTRUCTION OF TWO TRAFFIC SIGNAL DEVICES (1) AT THE INTERSECTION OF NW 74 STREET AND NW 102 AVENUE AND (2) AT THE INTERSECTION OF NW 74 STREET AND NW 97 AVENUE**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between City of Doral, 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**, the City of Doral is presently engaged in the design and construction of the road on 102<sup>nd</sup> Avenue between 74<sup>th</sup> Street and 66<sup>th</sup> Street; and

**WHEREAS**, Miami-Dade County has performed a signal warrant analysis for the intersection of NW 74 Street at NW 102 Avenue and NW 74 Street and NW 97 Avenue and has acknowledged the need to include a traffic signal device at both of these intersections; and

**WHEREAS**, the traffic light requested on NW 74<sup>th</sup> Street and NW 102<sup>nd</sup> Avenue would intersect one (1) county road and one (1) city road, and

**WHEREAS**, the traffic light requested on NW 74<sup>th</sup> Street and NW 97<sup>th</sup> Avenue would intersect two (2) county roads, and

**WHEREAS**, it is estimated that each traffic light costs approximately \$400,000.00 including construction and construction engineering inspection services; and

**WHEREAS**, the parties desire to utilize the resources of the City to design, administer and construct the traffic signal devices subject to the terms and conditions of this Agreement; and

**WHEREAS**, the City of Doral shall commit to payment of fifty (50%) percent or \$200,000 towards the estimated cost (\$400,000) of the traffic signal device at the intersection of

NW 74<sup>th</sup> Street and NW 102<sup>nd</sup> Avenue and the County shall reimburse the City for the remaining fifty (50%) percent or (\$200,000) of the estimated cost of the traffic signal device; and

**WHEREAS**, the City of Doral will be reimbursed by the County for one hundred (100%) percent of the estimated cost (\$400,000) of the traffic signal device at the intersection of NW 74<sup>th</sup> Street and NW 97<sup>th</sup> Avenue; and

**WHEREAS**, a developer has already made certain contributions towards the construction of the traffic signal devices, to wit: (1) \$100,000 paid to Miami-Dade County for the traffic signal device at the intersection of NW 74<sup>th</sup> Street and NW 102<sup>nd</sup> Avenue and (2) \$50,000 paid to Miami-Dade County for the traffic signal device at the intersection of NW 74<sup>th</sup> Street and NW 97<sup>th</sup> Avenue; and

**WHEREAS**, the parties wish to utilize the resources of the City of Doral to design and administer the Project by using City contracted engineers and construction contractors.

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

1. The above recitals are true and correct and are incorporated herein by reference.
2. **EFFECTIVE DATE AND TERM:** This Agreement shall take effect upon its execution and shall terminate upon completion and close-out of the Project.
3. **RESPONSIBILITIES OF CITY/COUNTY:**

3.1 **Funding Amount, Project Costs:** The Project is currently estimated to cost \$400,000 per traffic signal device. The City agrees to provide funding for these two traffic signal devices and Miami-Dade County will reimburse its share for each traffic signal as defined herein. The City shall disburse the funds for the traffic lights. 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 Council and formalized in an executed amendment to this Agreement.

3.2 A developer has contributed \$100,000 towards the construction of the traffic signal device at the intersection of NW 74<sup>th</sup> Street and NW 102<sup>nd</sup> Avenue which was paid directly to Miami-Dade County.

3.3 A developer has contributed \$50,000 towards the construction of the traffic signal device at the intersection of NW 74<sup>th</sup> Street and NW 97<sup>th</sup> Avenue which was paid directly to Miami-Dade County.

3.3 **City's Share/County's Contribution:** The City funds provided for eligible expenses as defined herein, incurred for the construction of the Project are specified below:

**Intersection of NW 74<sup>th</sup> Street and NW 102<sup>nd</sup> Avenue**

<u>Total Cost</u>	<u>Developer Share paid to County</u>	<u>City's Share</u>	<u>Reimbursement by County to the City</u>
\$400,000.00	\$100,000.00	\$200,000.00	\$200,000.00*

\*amount includes "developer share"

**Intersection of NW 74<sup>th</sup> Street and NW 97<sup>th</sup> Avenue**

<u>Total Cost</u>	<u>Developer Share paid to County</u>	<u>City's Share</u>	<u>Reimbursement by County to the City</u>
\$400,000.00	\$50,000.00	-0-	\$400,000.00*

\*amount includes "developer share"

3.4 **Responsibility of the City of Doral:**

The City of Doral shall be responsible for the design aspect of the traffic control devices.



3.5 **Responsibility of Miami-Dade County:** The County shall be responsible for the cost of Construction Engineering Inspection (CEI) services for the traffic control devices. The cost for the CEI services has been factored into the estimated cost for each traffic signal.

3.6 **Project Cost Adjustments:** The parties recognize that adjustments to the above-referenced costs may be required in the future and that, at the option 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 this Agreement. Amendments may be executed by the City Manager and the County Mayor or County Mayor's designee without the need for approval by the City Council and County Commission. Otherwise, further funding commitments shall be subject to the approvals of the parties' respective governing boards.

#### 4. **OTHER RESPONSIBILITIES:**

4.1 **Permits and Approvals:** The City shall obtain all necessary approvals, permits, and utility adjustments and coordinate the review of construction documents by utilities and permitting agencies for the Project. The City shall make all necessary adjustments as required for approval and/or permitting by those agencies for the Project. The City shall obtain all necessary permits and shall perform all utility adjustments for the Project in accordance with applicable state, federal and local laws and ordinances.

4.2 **Publicity:** By the acceptance of these funds, the City agrees that the Project elements funded by this Agreement shall recognize and adequately reference the County as a funding source. The City shall ensure that all publicity, public relations, advertisements and signs recognize and reference the County for the support of all contracted activities. This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationery. The use of

the official County logo is permissible for the publicity purposes stated herein. The City shall submit sample or mockup of such publicity or materials to the County for review and approval. The City shall ensure that all media representatives, when inquiring about the activities funded by this Agreement, are informed that the County is a funding source.

4.3 **Accounting:** The City shall, at all times, maintain separate accounting for the costs of the Project so those costs may be independently verified and audited by the County, at the request and cost of the County. The City agrees to permit the County 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 County for inspection within ten (10) working days upon written receipt of a written request from the County.

4.4 **Construction:** The City shall procure the services of a licensed contractor holding an engineering contractor's license to construct the Project. The City may award the contract through any available lawful means, in accordance with Section 255.20, Florida Statutes, which in the City'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 City contract(s), or the extension of unit-prices provided in connection with prior competitive bid awards. Notwithstanding any provision to the contrary, the City shall comply with all applicable County contract compliance and oversight measures relating to the expenditure of County funds, in accordance with Section 6 of this Agreement. Prior to the advertisement to solicit a licensed contractor to construct the Project, the City shall contact the County's Public Works and Waste Management Contracts and Specifications Section to ensure this compliance.

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 County and City as joint obliges or joint contracting public entities. The construction contract shall contain a contingency amount to address unforeseen conditions and owner required changes which shall not exceed ten percent (10%) of the base amount of the contract, unless otherwise approved by designated representatives of the County and City. The commitment for the expenditures of any contingency funds shall not be made by the City without the prior written approval of the County Public Works and Waste Management Director. The County shall respond, in writing, within thirty (30) business days of receiving written requests from the City to approve the commitment of contingency funds.

Subsequent to the evaluation of bids or proposals by the City and the City's determination of the most advantageous bid or proposal, the City shall provide said evaluation to the County Public Works and Waste Management Director for review and approval. Final commitment of County funds for the Project shall occur upon approval of the contract award recommendation by the County Public Works and Waste Management Director. The County agrees that the selection, retention and discharge of such contractor shall be the responsibility of the City.

4.5 **Claims and Change Orders:** The City shall notify the County Public Works Director in writing when claims or change orders arise. The City shall also invite the County to participate in negotiations of these claims and change orders. The County 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 City.

4.6 **Construction Administration and Inspection:** The City shall exercise all responsibilities of the owner under the construction contract, including construction

administration and inspections. The City may delegate this function to an authorized agent or Construction Engineering Inspection consultant. The County's inspector shall have an oversight role in the routine daily inspections. In the case of a disagreement over the interpretation of the plans, the County Public Works Director, or their representative, shall have final authority subsequent to an independent final inspection by the County. The City's designated representative and the County's designated representative shall jointly perform the inspection of the Project which immediately precedes substantial completion. The City shall certify upon completion that the Project has been constructed pursuant to the design plans, specifications and approved change orders.

4.7 **Maintenance**: The County shall be solely responsible for maintenance upon construction completion of the Project.

5. **ELIGIBLE COSTS**: The parties agree that only costs identified herein may be incurred by the City that are directly related to the Project are eligible for reimbursement, provided adequate documentation accompanies the reimbursement request in the form of approved Invoices, verified payment requests, documented journal entries, and/or check vouchers. For purposes of this Agreement, eligible costs are further defined as those pertaining to the construction of Project elements that are the standard items normally provided for by the County, in County roadway projects, and not the enhancement of standard items, or the incorporation of items which are in addition to those standard items. The County shall be assumed to be liable to provide reimbursement for the construction of such eligible costs.

6. **SCHEDULE AND MANNER OF REIMBURSEMENTS**: Reimbursement to the City of funds advanced shall be based upon City invoices with certified copies of paid Contractor and Construction and Engineering Inspection firm billings attached and shall not include any other

charges. The submittal for invoice shall also include a certified copy of payment to Sub-Contracted firms.

7. **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.

8. **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 City to perform the work, the City shall, upon written request by the County, assign to the County any and all of its rights under the affected contract for purposes of the County's prosecution of claims, actions or causes of action resulting from such breach or non-performance unless the City pursues such

claims, actions or causes of action through arbitration, administrative proceeding or lawsuit. The City agrees to cooperate fully with the County in the prosecution of any such claim or action.

Any damage recovered by the County which is attributable to an expenditure by the City shall be returned to the City by the County, within sixty (60) business days of receipt.

9. **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.

10. **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.

11. **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.

12. **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) days after the finding by the court becomes final.

13. **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:  
Director, Public Works Department  
Miami-Dade County  
111 NW First Street, Suite 1640  
Miami, Florida 33128  
(305) 375-2960

**To the City:**

Attention: Jorge Gomez, P.E.  
Director, City of Doral  
8401 NW 53 Terrace  
Doral, FL 33166  
(305) 593-6740

[SIGNATURE PAGE TO FOLLOW]

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 sufficiency

\_\_\_\_\_  
County Attorney

ATTEST: CITY OF DORAL, a municipal corporation of the State of Florida

BY: \_\_\_\_\_  
Connie Diaz  
City Clerk

BY: \_\_\_\_\_  
Edward Rojas  
City Manager

(Affix City Seal)

Approved by City Attorney  
as to legal form and correctness

\_\_\_\_\_  
City Attorney