

RESOLUTION No. 17-19

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT, IN SUBSTANTIALLY THE FORM PROVIDED, BETWEEN THE CITY OF DORAL AND MIAMI-DADE COUNTY FOR THE INSTALLATION AND MAINTENANCE OF NON-STANDARD STREET AND TRAFFIC SIGNS WITHIN THE COUNTY AND CITY'S RIGHTS-OF-WAY IN AND FOR DOWNTOWN DORAL; AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE THE INTERLOCAL AGREEMENT, SUBJECT TO APPROVAL BY THE CITY ATTORNEY AS TO FORM AND LEGAL SUFFICIENCY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in 2012, CL Doral, LLC ("Codina ") submitted, and the City of Doral (the "City") approved, an application for the rezoning of certain property in the City to Downtown Mixed Use for the purposes of developing a mixed-use project, commonly known as "Downtown Doral";

WHEREAS, in furtherance of the aforementioned application, and pursuant to the City's Planned Unit Development Regulations, the City approved a Master Development Agreement, Conceptual Site Plan, and Pattern Book for Downtown Doral; and

WHEREAS, incorporated into the Downtown Doral Pattern Book is a Signage Master Plan, attached hereto as Exhibit "A", which provides, in part, for street identification and traffic signs employing white letters on a brown background scheme for Downtown Doral (the "Signage") that are different from the signage throughout the rest of the City to be installed and maintained by Codina; and

WHEREAS, Codina desires to proceed with the installation of the Signage, and the City Council, recognizing the previously approved Signage Master Plan, and that Downtown Doral is a distinct City of Doral neighborhood, desires to facilitate the necessary approvals for the installation of the Signage; and

WHEREAS, to that end, the City has requested permission from Miami-Dade County (the “County”) to install the Signage within the Miami-Dade County and City public rights-of-way, and Miami-Dade County has requested the City and the County enter into an interlocal agreement, in substantially the form attached hereto as Exhibit “B” (the “Interlocal Agreement”, for the purposes of providing assurance for the future continued maintenance, repair, and replacement of the Signage; and

WHEREAS, recognizing that Codina shall be responsible, in all respects, for the installation and maintenance of the Signage, and that the City and Codina shall be entering into a separate agreement to accomplish same, the City desires to enter into the Interlocal Agreement with Miami-Dade County.

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 of Interlocal Agreement. The Interlocal Agreement by and between the City and Miami-Dade County, in substantially the form provided in Exhibit “B”, which is incorporated herein and made a part hereof by this reference, providing the jurisdictional approval necessary for the City and Codina to implement the Downtown Doral Signage Plan, is hereby approved. It is acknowledged that the obligation to erect and maintain the signage shall be the responsibility of Codina, which said obligation along with appropriate terms and conditions shall be memorialized in a separate agreement that shall be brought to the City Council for approval prior the implementation of the Downton Doral Signage Plan.

Section 3. Authorization. The City Manager is hereby authorized to execute the Interlocal Agreement, subject to approval from the City Attorney as to form and legal sufficiency.

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 provision of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Cabrera 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	Absent/Excused

PASSED AND ADOPTED this 25 day of January, 2017.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:


CONNIE DIAZ, CMC
CITY CLERK

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



WEISS, SEROTA, HELEMAN, COLE & BIERMAN, P.L.
CITY ATTORNEY

EXHIBIT “A”

INTERLOCAL AGREEMENT FOR INSTALLATION AND MAINTENANCE OF NON-STANDARD STREET IDENTIFICATION SIGNS AND HARDWARE, AND NON-STANDARD HARDWARE FOR TRAFFIC SIGNS, WITHIN THE MIAMI-DADE COUNTY RIGHT OF WAY, BETWEEN THE CITY OF DORAL AND MIAMI-DADE COUNTY

WHEREAS, the City of Doral (the "City") has requested permission to install non-standard street identification signs and hardware; non-standard hardware for traffic signs, including but not limited to stop signs, yield signs, speed signs, turning signs, parking signs; and non-standard fixtures for pedestrian cross-walks, and associated in road lighting, within the Miami-Dade County public rights-of-way (the "Improvements"), within the area of the Downtown Doral Downtown Mixed Use District ("DDDMU"), to match the installation of other non-standard improvements to complement the high quality streetscape design within the DDMU; and

WHEREAS, the City of Doral City Council approved Resolution _____, on _____ 2017, recognizing the Downtown Doral as a distinct City of Doral neighborhood, and approving the installation of alternate street identification signs employing white letters on a brown background scheme within the DDDMU, subject to the approval of the Miami-Dade County Director of Public Works and Waste Management Department; and

WHEREAS, the City of Doral and Miami-Dade County (the "County") are mutually desirous of providing assurances for the future continued maintenance, repair and replacement of the Improvements; and

WHEREAS, the City of Doral shall be responsible for the operation and maintenance of the Improvements.

NOW, THEREFORE, in consideration of the covenants herein provided, the City of Doral and the County agree as follows:

1. The foregoing recitals are incorporated herein.
2. The City of Doral shall be responsible for the installation and continuous operation, maintenance, repair, and replacement, when necessary, of the Improvements. Operation and maintenance of such Improvements shall include, but not be limited to, spot painting, graffiti abatement, periodic inspection, and emergency/storm event response. If it becomes necessary, as determined in the sole discretion of Miami-Dade County, for Miami-Dade County to make repairs, maintain or replace the Improvements including but not limited to restoration of the street, by reason of the City of Doral's failure to do so, Miami-Dade County has the right, but not the obligation, to repair, maintain, or replace same, and such expense shall be paid by the City of Doral upon written request of Miami-Dade County. However, nothing contained herein shall be construed as creating an obligation or responsibility for Miami-Dade County to inspect, repair, replace, or maintain such Improvements.

3. Signage on traffic signals shall remain under the County's sole purview and responsibility. Any non-standard signage shall be procured and provided by the City, for installation by the County, or any contractor authorized by the County.
4. To the extent allowed by and subject to the limitations of Florida Statute Section 768.28, the City of Doral does hereby agree to indemnify and hold Miami-Dade County, its officials, employees and instrumentalities, harmless from any and all liability for any damage, injury, or claim that may arise by virtue of the installation of the Improvements, or the exercise of any rights, obligations or actions under this Agreement, including but not limited to Miami-Dade County's permission for the installation of same, or from the City of Doral's failure to maintain, repair, or replace the Improvements.
5. The undersigned further agrees that these conditions shall be deemed a continuing obligation between the City of Doral and Miami-Dade County and shall remain in full force and effect and be binding on the City of Doral, and any permitted successors or assigns, until such time as this obligation has been cancelled, in the sole and absolute discretion of Miami-Dade County, by an affidavit filed in the Public Records of Miami-Dade County, Florida by the Director of the Miami-Dade County Public Works and Waste Management Department (or their fully authorized representative). Prior to executing said affidavit, the Improvements shall be subject to inspection by Miami-Dade County, and the Improvements shall have been replaced with standard Improvements, and in good working order. Any expenses for repairs, replacements, or corrections shall be paid by the City of Doral.
6. All traffic control signs installed by the City in accordance with this Agreement shall conform to the applicable requirements established by the 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.
7. In the event that the City of Doral requests any third party to assume any of the responsibilities hereunder, the City of Doral acknowledges that such assumption shall not relieve the City of Doral from any obligations or responsibilities hereunder. Prior to allowing such assumption, the City of Doral shall require such third party to additionally indemnify Miami-Dade County from any and all liability for any damage, injury, or claim that may arise by virtue of the installation of the Improvements, or for the failure to maintain the Improvements, and additionally, Miami-Dade County shall be named as an additional insured on any insurance provided by such third party to the City of Doral. No transfer, conveyance, or assumption, in whole or in part, of any right, obligation, or responsibility hereunder shall be allowed absent prior written notification to Miami-Dade County no less than fifteen days prior to such transfer. Additionally, such transfer must include the recordation of the Covenant attached as Exhibit "A," which shall not be amended, modified, or released without written approval by the County Mayor or Mayor's designee.
8. Nothing in this Agreement, expressed or implied, is intended to: (a) confer upon any entity or person other than the parties and any permitted successors or assigns, any rights

or remedies under or by reason of the Agreement as a third party beneficiary or otherwise except as specifically provided in this Agreement; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement. Additionally, nothing herein shall be deemed to constitute a waiver of any rights under Florida Statute Section 768.28, or as a waiver of Miami-Dade County's sovereign rights, including but not limited to the issuance of permits.

9. The language agreed to herein expresses the mutual intent and agreement of Miami-Dade County and the City of Doral, and shall not, as a matter of judicial construction, be construed more severely against one of the parties from the other.
10. Miami-Dade County retains all of its sovereign prerogatives and rights as a county under Florida laws and shall in no way be estopped from withholding or refusing to issue any approval or permit as provided for under Florida law, including but not limited to the Miami-Dade County Code and Public Works Manual.
11. Any obligations hereunder for payment or indemnification of Miami-Dade County that arise prior to the termination of this Agreement shall survive the termination of this Agreement.
12. Any notice, request, demand, approval, or consent given or required to be given under this Agreement shall be in writing and shall be deemed as having been given when mailed by United States registered or certified mail (return receipt requested), postage prepaid, to the other parties at the addresses stated below or at the last address provided by a party to the other party at which to receive notice.

City:

City Manager
City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

Director of Public Works
City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

County :

Miami-Dade County
Director of Public Works and Waste Management
Dept.
Stephen P. Clark Center
111 Northwest First Street
14th Floor
Miami, Florida 33128

IN WITNESS WHEREOF, the City of Doral has caused this instrument to be executed by its respective officials thereunto duly authorized, this the day and year above written.

“City”

**CITY OF DORAL, a municipal
corporation**

ATTEST:

City Clerk

By: _____
City Manager

APPROVED AS TO LEGAL FORM
AND CORRECTNESS:

City Attorney

(ACKNOWLEDGMENT - CORPORATION)

STATE OF FLORIDA }
 }
DORAL DADE COUNTY }

SS.

BEFORE ME, the undersigned authority, this day personally appeared _____ and _____ both being to me well known and known by me to be the _____ of the City of Miami, 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: _____

MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA

By: _____
Mayor or Mayor's Date
Designee

Stephen P. Clark Center
111 N.W. 1 Street
Miami, Florida 33128

HARVEY RUVIN, CLERK
Attest:

By: _____
Deputy Clerk Date