

MEMORANDUM OF UNDERSTANDING (“MOU”) BETWEEN MIAMI-DADE COUNTY,  
FLORIDA AND THE CITY OF DORAL, FLORIDA  
REGARDING REMOVAL OF DEBRIS FROM COUNTY MAINTAINED ROAD RIGHT-OF-  
WAYS

This Memorandum of Understanding is entered on this 6 day of October, 2017, by and between Miami-Dade County, Florida and the City of Doral, Florida.

RECITALS

WHEREAS, on September 4, 2017, Florida Governor Rick Scott issued Executive Order Number 17-235 declaring a state of emergency for all counties in Florida including Miami-Dade County because of the severe threat posed by Hurricane Irma; and

WHEREAS, on September 5, 2017, Miami-Dade County Mayor Carlos A. Gimenez declared a Local State of Emergency for all of Miami-Dade County because of the threat posed by Hurricane Irma; and

WHEREAS, on September 5, 2017, the City of Doral declared a Local State of Emergency for the City of Doral because of the threat posed by Hurricane Irma; and

WHEREAS, Miami-Dade County (“the County”) and the City of Doral (“City”) are each engaged in disaster recovery and debris removal services to clear public roadways from debris caused by Hurricane Irma; and

WHEREAS, prompt debris removal, while essential to restoring roadways and public rights-of-way to effective operation, restore power and deliver essential services, must be performed in compliance with all applicable FEMA or other applicable regulations to insure reimbursement; and

WHEREAS, the County and the City find it in their best interest to have an MOU regarding debris clearance operations on County-owned roads and right-of-ways within the City.

NOW, THEREFORE, in consideration of the above recitals and the covenants contained herein, the parties to this Memorandum of Understanding agree as follows:

1. When determined to be in the best interest of the public health and welfare by the County, the County may authorize the City to conduct debris removal arising from Hurricane Irma from specified County-owned roads and rights-of-ways within the City limits (“Authorized Debris Removal”).

2. The City shall promptly advise the County of its consent to perform the Authorized

Debris Removal. The specific roads from which the City consents to perform debris removal that are covered by this MOU are set forth in the attached listing in Exhibit A. The debris removal performed by the City from the roads on the list in Exhibit A from the Hurricane Irma event as defined by FEMA shall constitute “the Work” under this MOU. This MOU only applies to the Work as defined in this MOU and does not apply to debris clearance, removal or other activities not arising from Hurricane Irma.

3. The City shall be responsible to pay for all Work performed pursuant to this MOU and the County shall not be responsible for direct payment of any monies for the Work pursuant to this MOU. The City shall prepare all forms and documents required for its own reimbursement from FEMA or other state or federal agencies. To that end, the City shall adequately document and maintain records of the Work with sufficient detail and specificity, including debris type, quantities, reduction methods, and pick up and disposal locations, to satisfy FEMA and other state or federal reimbursement requirements. Upon the County’s request, the City shall provide all records created and maintained documenting the Work on County roads and rights-of-ways to the County, FEMA or any other entity requested by the County. The City must be able to supply FEMA or other relevant government agency with documents upon request identical to those sent to Miami-Dade County for the Work completed so that FEMA can compare documents against the County’s reimbursement claims.

4. The County shall not be responsible to pay to the City any amounts incurred by the City that are not reimbursed by FEMA or the applicable state or federal agency. At all times, the City retains the risk of non-reimbursement for costs incurred to perform the Work.

5. The City agrees to indemnify and hold harmless the County to the extent any agency providing reimbursement for the Work under this MOU seeks a refund of monies

reimbursed or seeks any penalty against the County arising from the City's request for reimbursement under this MOU. The City agrees to indemnify and hold harmless, the County from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the City, in the performance of the activities contemplated herein, including debris clearing, pushing removal or hauling to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that statute.

6. The County and the City retain and do not waive any sovereign immunity provided by state law including but not limited to that provided under section 768.28 of the Florida Statutes. Consistent with the preservation of sovereign immunity for the County and the City, this MOU is not intended to waive any sovereign immunity to third parties. The County and the City hereby expressly disclaim that there are any third party beneficiaries and disclaim any liability to third parties.

IN WITNESS WHEREOF, this MOU has been duly executed by the parties subscribed below and is binding upon Miami-Dade County and the City of Doral, Florida.

Attest:

Clerk of the Miami-Dade County Board of County Commissioners



For MIAMI-DADE COUNTY, FLORIDA

  
\_\_\_\_\_  
Mayor Carlos A. Gimenez

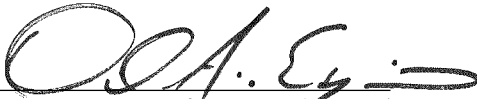
Attest:

Connie Diaz, CMC  
City Clerk

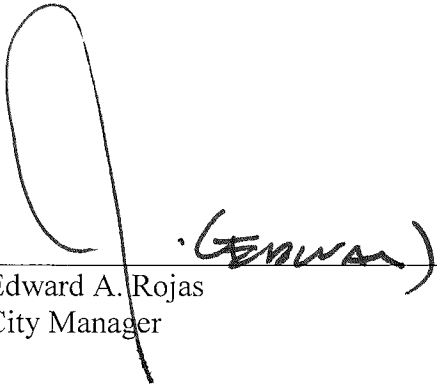
For CITY OF DORAL, FLORIDA

  
\_\_\_\_\_  
Mayor Juan Carlos Bermudez

Approved as to the form and legal sufficiency  
for the sole use and reliance of the City of  
Doral



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Weiss, Serota, Helfman, Cole & Bierman, PL  
City Attorney



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Edward A. Rojas  
City Manager

Exhibit "A"

Miami-Dade County roads within the City of Doral's municipal boundaries:

- NW 12 Street from NW 107 Avenue to SR 826
- NW 25 Street from NW 117 Avenue to SR 826
- NW 36 Street / NW 41 Street / Doral Boulevard from NW 117 Avenue to SR 826
- NW 58 Street from NW 117 Avenue to SR 826
- NW 74 Street from Florida Turnpike to NW 97 Avenue
- NW 107 Avenue from SR 836 / Dolphin Expressway to NW 90 Street
- NW 97 Avenue from SR 836 / Dolphin Expressway to NW 74 Street
- NW 87 Avenue from SR 836 / Dolphin Expressway to NW 58 Street