

RESOLUTION No. 16-41

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR THE PAVING AND DRAINAGE IMPROVEMENTS FOR ISLAND AT DORAL TOWNHOMES, IN SUBSTANTIALLY THE FORM PROVIDED; AUTHORIZING THE CITY MANAGER TO 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, within the City of Doral (the “City”), there is a community called the Islands at Doral Townhomes (“IDT”) which had developed plans, obtained permits and began construction of certain private Subdivision Improvements, under Bond No.: 7492 (the “Bond”) for the Islands at Doral Townhomes Subdivision (T-21880 and Final Plat) (the “Private Project”);

WHEREAS, unfortunately, the contractor for the Private Project did not complete the work and defaulted on its bond, which is being held by Miami-Dade County (the “County”); and

WHEREAS, while it is not the City’s responsibility to do so, IDT has asked the City to engage the County in order to access the Bond monies to complete the Private Project;

WHEREAS, the County acknowledges that the Final Plat lies within the City Right-of-Way and is inclusive of all completed and incomplete right of way improvements under the preceding subject Plat and bond for improvements. The funding source for the completion of said subdivision improvements is not exclusively

limited by the required funds that were set aside as follows for the bond under Chapter 28 of the Miami-Dade County Code for Subdivisions; And,

WHEREAS, the County, through its Public Works and Waste Management Department (“Department”), and the City desire to enter into an Interlocal Agreement to manage for planning, design, construction, and completion of the Private Project consistent with the approved Agreement for Construction and Maintenance of Subdivision Improvements adopted by the Miami-Dade County Board of Commissioners; and

WHEREAS, the Miami-Dade County Public Works and Solid Waste Management Department sets aside and transitions to the City of Doral defaulted bond monies in the amount of the \$250,718.00 for the completion of this work. The City has agreed to refund monies not expended as a result of the completion of these improvements to the entitled, legal and rightful owner.

WHEREAS, staff has recommended the City Council approve the Interlocal Agreement, in substantially the form attached hereto as Exhibit “A”, which is incorporated herein and made a part hereof by this reference, and authorize the manager to execute the agreement and accomplish its objective; and

WHEREAS, the City Council find that it is in the best interest of the County and the City to enter into an Interlocal Agreement to manage the planning, design, and construction administration of Subdivision Improvements to the Islands at Doral Townhomes.

**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 Interlocal Agreement, in substantially the form provided in Exhibit "A", along with such non-material changes as deemed to be in the best interest of the City, is hereby approved.

Section 3. Authorization. The City Manager is authorized to enter into the Interlocal Agreement, subject to approval by the City Attorney, as to form and legal sufficiency, together with such nonmaterial revisions determined to be in the best interest of the City. The City Manager is further authorized to fulfill the City's obligations of the Interlocal Agreement.

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

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

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

Mayor Luigi Boria	Yes
Vice Mayor Christi Fraga	Absent/Excused
Councilman Pete Cabrera	Yes
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Sandra Ruiz	Yes

PASSED AND ADOPTED this 3 day of February, 2016.



LUIGI BORIA, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE SOLE USE
OF THE CITY OF DORAL



WEISS, SEROTA, HELFMAN, COLE, & BIERMANN, PL
CITY ATTORNEY

EXHIBIT “A”

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF DORAL AND
MIAMI-DADE COUNTY FOR ISLANDS AT DORAL SUBDIVISION IMPROVEMENTS**

This Agreement is entered into by Miami-Dade County, a political subdivision of the State of Florida ("County") and the CITY OF DORAL, a Municipal Corporation of the State of Florida ("City"), this _____ day of _____, 2013 ("Agreement").

RECITALS

WHEREAS, the County, through its Public Works and Waste Management Department ("Department"), and the City desire to enter into an Interlocal Agreement to manage for planning, design, construction, and completion of Subdivision Improvements under Bond No.: 7492 for the Islands at Doral Townhomes Subdivision (T-21880 and Final Plat) (the Project) consistent with the approved Agreement for Construction and Maintenance of Subdivision Improvements adopted by the Miami-Dade County Board of Commissioners. And,

WHEREAS, the County acknowledges that the Final Plat lies within the City of Doral Right-of-Way and is inclusive of all completed and incomplete right of way improvements under the preceding subject Plat and bond for improvements. The funding source for the completion of said subdivision improvements is not exclusively limited by the required funds that were set aside as follows for the bond under Chapter 28 of the Miami-Dade County Code for Subdivisions; And,

WHEREAS, the Miami-Dade County Public Works and Solid Waste Management Department sets aside and transitions to the City of Doral defaulted bond monies in the amount of the \$250,718.00 for the completion of this work. The City has agreed to refund monies not expended as a result of the completion of these improvements to the entitled, legal and rightful owner.

WHEREAS, the Miami-Dade County Board of County Commissioners and the City of Doral Commission find that it is in the best interest of the County and the City to enter into an Interlocal Agreement to manage the planning, design, and construction administration of Subdivision Improvements to the Islands at Doral Townhomes.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants promises, terms and conditions contained herein, and for other good and valuable considerations each party to the other given, receipt and sufficiency of which is hereby acknowledged, it is mutually covenanted, promised, and agreed between the County and City as follows:

Section 1. Recitals

The above recitals are true and correct and incorporated herein by reference.

Section 2. Scope of Services

Estimate of Improvements for Subdivision Bond (will be listed here) with attachment of Original and any ancillary information..

County: Miami-Dade County Mayor
111 N.W. First Street, Suite 2910
Miami, Florida 33128

Copied to: County Attorney, Miami-Dade County
111 N.W. First Street, Suite 2810
Miami, Florida 33128

Director, Miami-Dade Public Works and Waste Management
Department
111 N.W. First Street, Suite 1610
Miami, Florida 33128

Interim County Engineer
111 N.W. First Street, Suite 1420
Miami, Florida 33128

City: City Manager, CITY OF DORAL
8401 NW 53RD Terrace
Doral, FL 33166

Assistant City Manager, CITY OF DORAL
8401 NW 53RD Terrace
Doral, FL 33166

Copied to: City Attorney, CITY OF DORAL
8401 NW 53RD Terrace
Doral, FL 33166

Capital Improvement Projects Director, CITY OF DORAL
8401 NW 53RD Terrace
Doral, FL 33166

- 3.2 Notice may also be provided to any other address designated by the party to receive notice if such alternate address is provided via U.S. certified mail, return receipt requested, hand delivered, or by overnight delivery. In the event an alternate notice address is properly provided, notice shall be sent to such

alternate address in addition to any other address which notice would otherwise be sent, unless other delivery instruction as specifically provided for by the party entitled to notice.

- 3.3 Notice shall be deemed given on the day on which personally served, or the day of receipt by either U.S. certified mail or overnight delivery.

Section 4. Entire Agreement

- 4.1 The City and the County agree that this is the entire Agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement cannot be modified or amended without the express written consent of the parties. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. Notwithstanding any provision herein, this agreement in no way obviates or nullifies the obligations of the City under the City Charter or of the County under the County Charter.
- 4.2 Title and Paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

Section 5. Amendments

- 5.1 This Agreement may be modified only in a written instrument signed and sealed by the City Manager of the City of Doral or the Doral City Commission, as the case may be, and the Deputy Mayor of Miami-Dade County and as provided for in Section 4 above.

Section 6. Indemnification

- 6.1 To the extent permitted by Section 768.28, Florida Statutes, the parties agree to indemnify each other for liability due to any act or omission, neglect or wrongdoing of a party or any of its officers, agents, or employees. Further the parties agree to defend each other against any and all such claims or demands which may be claimed and have arisen as a result of or in connection with the parties' participation in the Agreement.

Nothing contained herein shall be construed to contradict the provisions of Section 768.28, Florida Statutes. Nor shall this Article be construed to require either party to indemnify the other for the negligent acts of the other.

Section 7. Effective Date and Term

- 7.1 This Agreement shall become effective upon the signatures of the City and the County, and shall remain in full force and effect until such time when construction of the Project is completed and closed-out, and the County's A&E Consultant's accounts as well as those of the County Public Works and Waste Management Department and the County's Agent (if applicable) are closed.

Section 8. Severability

- 8.1 If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Section 9. Assignment

- 9.1 Neither this Agreement nor any term nor provision hereof of right hereunder shall be assignable by any parties and any attempt to make such assignment shall be void.

Section 10. Counterparts

- 10.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.

Section 11. Governing Law/Litigation

- 11.1 This Agreement shall be construed in accordance with the laws of the State of Florida, and any proceedings arising in any matter pertaining to this Agreement shall, to the extent permitted by law, be held in circuit court in Miami-Dade County, Florida.
- 11.2 In the event that any party to this Agreement should seek legal or administrative recourse to enforce the terms of this Agreement, the breaching party shall be obligated to pay the prevailing party the reasonable attorney's fees and costs incurred by the prevailing party.
- 11.3 This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of

this Agreement shall be Miami-Dade County, Florida, if in state court, and the U.S. District Court, Southern District of Florida, if in federal court. BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

DRAFT

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf as of the date first above written.

ATTEST:

MIAMI-DADE COUNTY
a political subdivision of
the State of Florida

By its Board of County
Commissioners:

By: _____
Deputy Mayor

HARVEY RUVIN, CLERK OF THE BOARD

By: _____
Deputy Clerk

Approved as to form and
legal sufficiency:

By: _____
County Attorney

ATTEST:

CITY OF DORAL
a municipal corporation

By: _____
Connie Diaz, CMC
City Clerk

By: _____
Edward A. Rojas
City Manager

Approved as to form and legal sufficiency
For sole and limited use of the City of Doral

Weiss Serota Helfman Cole & Bierman, PL
City Attorney