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Public Works and Waste Management

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October 27, 2015

Mr. Jose Olivo Jr., P.E.
Public Works Director
City of Doral
8401 NW 53 Terrace
Doral, Florida 33166

Re: First Amendment to the Joint Participation Agreement Between Miami-Dade County and the City of Doral for the Construction of a Traffic Signal at NW 107 Avenue and NW 66 Street

Dear Mr. Olivo:

Transmitted herewith are two fully executed original copies of the First Amendment to the Joint Participation Agreement between Miami-Dade County and the City of Doral for the construction of a traffic signal at NW 107 Avenue and NW 66 Street.

Should you have any questions, please do not hesitate to call Mr. Leandro Oña, P.E., Chief, Roadway Engineering and Right-of-Way Division, at (305) 375-1909.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gaspar Miranda", with a large circular flourish at the end.

Gaspar Miranda, P.E.
Assistant Director, Highway Engineering

Attachments

cc: Alina T. Hudak
Alice N. Bravo, P.E.
Frank Guyamier, P.E.
Antonio Cotarelo, P.E.
Aneisha D. Daniel
Darlene Fernandez, P.E.
Bolanle O. Shorunke-Jean
Leandro Oña, P.E.
Frank Aira, P.E.
David Hays, P.E.
Rick Rayborn
Javier Heredia, P.E.
Fernando Mardones

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FIRST AMENDMENT TO JOINT PARTICIPATION AGREEMENT BETWEEN MIAMI-
DADE COUNTY AND THE CITY OF DORAL NW 107 AVENUE AND NW 66 STREET
TRAFFIC SIGNAL

This AGREEMENT, made and entered into this 26th day of Oct., 2015, by and between the CITY OF DORAL, FLORIDA, 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, pursuant to Resolution No. R-389-13, approved by the Board of County Commissioners of Miami-Dade County, Florida, on May 7, 2013, the parties hereto entered into a Joint Participation Agreement to facilitate the construction of a traffic signal at the intersection of NW 107 Avenue and NW 66 Street, (the "Agreement"); and

WHEREAS, due to the subsequent payment to the County of a developer contribution for a traffic signal at the subject location, County and City funding is not required to construct this traffic signal; and

WHEREAS, Section 10 of the Agreement allows for the amendment of the Agreement through a written document prepared with the same or similar formality as the Agreement and executed by the parties,

WHEREAS, the Agreement shall be terminated and the total funds provided by the City to the County shall be reimbursed to the City,

NOW, THEREFORE, in consideration of the mutual desires of the parties hereto, the following modifications are made to the aforementioned Agreement:

14. TERMINATION OF AGREEMENT AND REFUND OF CITY FUNDS:

Notwithstanding anything to the contrary in the Agreement, the County shall disburse to the City the amount of \$39,313.28, which is the total amount previously provided by the City to the County under the Agreement, within thirty (30) business days after the final execution of this Amendment. Upon receipt of funds by the City, the Agreement shall be terminated and shall be of no further force or effect.

IN WITNESS WHEREOF, the parties hereto set their hands and official seals the day and year first above written.

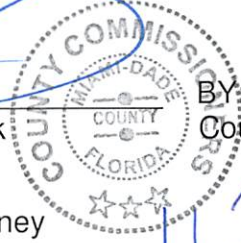
ATTEST:

MIAMI-DADE COUNTY, FLORIDA,
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN
CLERK OF THE BOARD

BY: _____
Deputy Clerk

BY: _____
County Mayor or County Mayor' Designee



Approved by County Attorney
as to form and legal sufficiency

County Attorney

ATTEST:

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

BY: _____
Connie Diaz
City Clerk

BY: _____
Edward A. Rojas
City Manager

(Affix City Seal)

Approved by City Attorney
as to legal form and correctness:

City Attorney

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RESOLUTION No. 15-53

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE JOINT PARTICIPATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF DORAL FOR THE NW 107 AVENUE AND NW 66 STREET TRAFFIC SIGNAL FOR THE TERMINATION OF THE AGREEMENT AND REIMBURSEMENT OF \$39,313.28 PROVIDED BY THE CITY OF DORAL TO MIAMI-DADE COUNTY UNDER THIS AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in March 2012, the City Council for the City of Doral ("City") authorized the City Manager to enter into a Joint Participation Agreement ("JPA") with Miami-Dade County (the "County") to partially fund the construction of a traffic signal at the NW 107 Avenue and NW 66 Street intersection in the amount of \$100,000.00; and

WHEREAS, due to the subsequent payment to the County from the Landmark at Doral development for the construction of a traffic signal at this location, City and County funding was not required; and

WHEREAS, this Amendment proposes to terminate the JPA and reimburse the City \$39,313.28 that was previously provided by the City to the County under this Agreement from the City's Transportation Fund Account No. 101.80005.500633.

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 by this reference.

Section 2. Approval. The City Manager is hereby authorized to execute the First Amendment to the Joint Participation Agreement Between Miami-Dade County and the City of Doral for the NW 107 Avenue and NW 66 Street Traffic Signal, attached hereto

as Exhibit "A", which is incorporated herein and made a part hereof by this reference, that would terminate the JPA and reimburse the City the amount of \$39,313.28 previously provided by the City to the County under this Agreement.

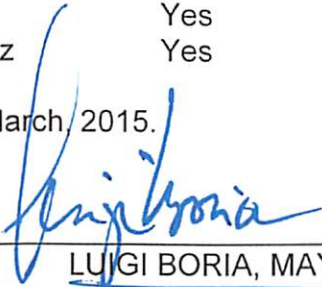
Section 3. Implementation. The City Manager and City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

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

| | |
|----------------------------------|-----|
| Mayor Luigi Boria | Yes |
| Vice Mayor Sandra Ruiz | Yes |
| Councilman Pete Cabrera | Yes |
| Councilwoman Christi Fraga | Yes |
| Councilwoman Ana Maria Rodriguez | Yes |

PASSED AND ADOPTED this 18 day of March, 2015.



LUIGI BORIA, MAYOR

ATTEST:



CONNIE DIAZ, INTERIM CITY CLERK

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



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