

**RESOLUTION No. 10 – 177**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN INTERLOCAL AGREEMENT WITH THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY FOR THE FUNDING OF CAPITAL AND OPERATING COSTS OF THE NEW DORAL TROLLEY ROUTES; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Doral was awarded a federal appropriation by the Federal Transit Administration in the amount of \$475,000 for transit development; and

**WHEREAS**, these monies would fund capital and operating costs of the new Doral Trolley routes; and

**WHEREAS**, because the City of Doral is not a designated recipient of federal funds, the City has requested that the South Florida Regional Transportation Authority (SFRTA) receive and administer the funds on behalf of the City through an Interlocal Agreement; and

**WHEREAS**, Staff respectfully requests that the City Council authorize the City Manager to negotiate and enter into an Interlocal Agreement (Exhibit "A") with the SFRTA for the funding of capital and operating costs of the new Doral Trolley routes.

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

**Section 1.** The City Council of the City of Doral, Florida hereby authorizes the City Manager to negotiate and enter into an Interlocal Agreement (Exhibit "A") with the SFRTA for the funding of capital and operating costs of the new Doral Trolley routes.

**Section 2.** This Resolution shall take effect immediately upon adoption.

The foregoing resolution was offered by Councilman Cabrera who moved its adoption. The motion was seconded by Vice Mayor DiPietro and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Michael DiPietro	Yes
Councilman Luigi Boria	Yes
Councilman Pete Cabrera	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED and ADOPTED this 8<sup>th</sup> day of December, 2010.

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

ATTEST:

  
\_\_\_\_\_  
BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
JIMMY MORALES, ESQ., CITY ATTORNEY

# EXHIBIT “A”

**INTERLOCAL AGREEMENT**  
Between  
**THE CITY OF DORAL**  
And  
**THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
For  
**RECIPIENT GRANTEE OF FUNDS**  
**FROM THE FEDERAL TRANSIT ADMINISTRATION**

This Interlocal Agreement (the "Agreement") is being entered into this \_\_\_ day of \_\_\_\_\_, 2010, by and between the SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, 800 NW 33<sup>rd</sup> St, Suite 100, Pompano Beach, Florida 33064 (hereinafter referred to as the "SFRTA"), and the CITY OF DORAL (hereinafter referred to as the "CITY").

**WITNESSETH:**

**WHEREAS**, the CITY desires that SFRTA enter into a Grant Agreement with the Federal Transit Administration (FTA) to be the recipient grantee of funds for the CITY to provide capital funding for Capital and Operating Costs of a new transit route; and

**WHEREAS**, SFRTA, as a recipient grantee of FTA funds for the CITY, will enter into a Grant Agreement with FTA and execute the Grant Agreement, and

**WHEREAS**, the CITY recognizes that SFRTA will have administrative responsibilities as a recipient grantee of FTA funds for the CITY and the CITY agrees to provide SFRTA with an administrative fee not to exceed ten percent (10%) of the total amount of the award(s); and

**WHEREAS**, upon the award of a grant to SFRTA providing for Capital and Operating Costs of the new transit route, the CITY, as the subrecipient grantee of said FTA funds, agrees to enter into a Subrecipient Agreement with SFRTA and execute said Subrecipient Agreement, which provides for the flow down of Federal grant requirements to the CITY;

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, SFRTA and the CITY agree as follows:

**ARTICLE 1 – SERVICES TO BE PROVIDED**

1.1 The following services shall be performed by SFRTA. SFRTA, as a recipient grantee of FTA funds for the CITY, will enter into a Grant Agreement with FTA and provide oversight, grant administration, planning and technical assistance to the CITY.

1.2 The following services shall be performed by CITY. CITY, in a timely manner, shall provide SFRTA with all information necessary to complete a grant application to the FTA for CITY's new transit route Capital and Operating Costs. Upon the request of SFRTA, the CITY shall enter into a Subrecipient Agreement with SFRTA substantially in the form attached hereto as Exhibit A (the "Subrecipient Agreement"), execute said Subrecipient Agreement, and provide all necessary documentation to SFRTA for the expenditure(s) of the grant funds. The CITY agrees all expenditure(s) of said funds shall meet the requirements of the terms and conditions of the Subrecipient Agreement.

1.3 The SFRTA agrees it will forward the grant funds to the CITY in accordance with the provisions of the Subrecipient Agreement, less the administrative fee in Article 3.

## ARTICLE 2 – TERM OF AGREEMENT

This Agreement shall become effective upon execution by the parties. The term of this Agreement shall be for a period of one (1) year commencing on the date SFRTA executes the Grant Agreement.

## ARTICLE 3 – COMPENSATION

3.1 SFRTA shall receive an administrative payment of ten percent (10%) of the total amount of the FTA award(s), which is \$475,000. The CITY shall provide the required twenty percent (20%) in matching funds.

3.2 SFRTA shall deduct the administrative payment(s) from the total amount of the FTA award(s) at the time of the award and prior to SFRTA forwarding the award(s) to the CITY.

## ARTICLE 4 – PROJECT COORDINATION AND RESPONSIBILITIES

The CITY's Project Manager for this Agreement shall be the Public Works Director for the CITY or a designee. SFRTA's Project Manager shall be Director of Operations for SFRTA or other authorized representative.

## ARTICLE 5 - TERMINATION

5.1 This Agreement may be terminated by either party upon thirty (30) days written notice up to the date that the Subrecipient Agreement is executed by the parties after which the provisions of 5.2 and 5.3 below shall apply.

5.2 Upon execution of the Subrecipient Agreement, the termination of this Agreement by either party shall be governed by the provisions of the *Uniform Administrative Requirements for Grants and Cooperative Agreement, 49 CFR Part 18*

5.3 Termination of this Agreement does not alter SFRTA authority to disallow costs and recover grant funds on the basis of a later audit or other review, and does not alter the CITY's obligation to return any funds to SFRTA as a result of later refunds, corrections, or other

transactions.

## ARTICLE 6 – CHANGES AND MODIFICATIONS

6.1 Upon the execution and delivery of this Agreement, it is understood and agreed that any and all previous agreements and understandings, both written and oral, between the parties are cancelled and have been superseded by this Agreement and that this Agreement embodies and sets forth all understandings between the parties.

6.2 Modifications to this Agreement must be made in the form of a written amendment signed by the **CITY** and **SFRTA**.

## ARTICLE 7 - NOTICES

7.1 Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, or other commonly accepted document carrier, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

**For CITY:**

Yvonne Soler-McKinley  
City Manager  
City of Doral  
8300 NW 53<sup>rd</sup> Street,  
Suite 100  
Doral, FL 33166

**with a copy to:**

Eric Carpenter, P.E.  
Public Works Director  
City of Doral  
8300 NW 53<sup>rd</sup> Street,  
Suite 200  
Doral, FL 33166

**For SFRTA:**

Carla D. McKeever  
Grants Administrator  
South Florida Regional Transportation Authority  
800 N.W. 33<sup>rd</sup> Street  
Pompano Beach, FL 33064

## ARTICLE 8 – STATE LAW AND VENUE

8.1 This Agreement shall be construed and interpreted according to the laws of the State of Florida and venue with respect to any litigation shall be Broward County, Florida, whether in state or federal court. The parties agree that each will submit to the jurisdiction of the State of Florida or federal court in any action or proceeding arising out of or related to this Agreement and agree that all claims in respect to such action or proceeding may be heard and determined in Broward County, Florida.

## ARTICLE 9 – FORCE MAJEURE

9.1 In the event the performance by SFRTA of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence, whether such occurrence be an act of God, common enemy or the result of war, labor unrest or dispute, riot, civil commotion or sovereign conduct, or any other act or event which SFRTA reasonably determines will interfere with its ability to perform, SFRTA shall be excused from performance for such period of time as is reasonably necessary after the occurrence to remedy the effects thereof.

9.2 In the event the performance by the CITY of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence, whether such occurrence be an act of God, common enemy or the result of war, labor unrest or dispute, riot, civil commotion or sovereign conduct, or any other act or event which the CITY reasonably determines will interfere with its ability to perform, the CITY shall be excused from performance for such period of time as is reasonably necessary after the occurrence to remedy the effects thereof.

## ARTICLE 10 – SUCCESSORS AND ASSIGNS

10.1 Subject to other provisions hereof, this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

## ARTICLE 11 – JOINT PREPARATION

11.1 The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than the other.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective date under each signature: **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, signing by and through its Chair, duly authorized to execute same, and the **CITY OF DORAL** signing by and through its City Manager, authorized to execute same by Council action on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

ATTEST:

Barbara Huere  
City Clerk

**CITY OF DORAL**

Date: 12/14/10  
By: Yvonne M. M... ..  
Name:  
Title: City Manager

Approved as to Form and Legal Sufficiency:

By: [Signature]  
City Attorney

ATTEST:

**SOUTH FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY**

Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Chair

\_\_\_\_\_  
Executive Director

(Affirm Corporate Seal)

(Seal)

Approved as to Form and Legal Sufficiency:

By: \_\_\_\_\_  
General Counsel