

## INTERLOCAL AGREEMENT

CITY OF DORAL AND  
MIAMI-DADE COUNTY  
FOR THE MAINTENANCE, USE AND OPERATION  
OF THE PEDESTRIAN AND CYCLIST PATH  
WITHIN AND ALONG THE  
C-2 EXTENSION, NORTHLINE AND DRESSELS CANAL RIGHT-OF-WAY  
IN MIAMI-DADE COUNTY

THIS INTERLOCAL AGREEMENT (the "Agreement") is hereby entered into by and between Miami-Dade County, through its governing body, the Board of County Commissioners (the "County") and the City of Doral, through its governing body, the City of Doral Council (the "City") as follows:

WHEREAS, the City applied for and received multiple Class III permits from the County to perform work within the County's canal right-of-way to construct the Canal Bank Stabilization Programs, to create a pedestrian and cyclist path which extends from the Dressels canal from the Palmetto Expressway to the Florida Turnpike, the Northline canal along N.W. 25 Street from the Palmetto Expressway to the Florida Turnpike, and the C-2 Extension canal along N.W. 117<sup>th</sup> Avenue from N.W. 25<sup>th</sup> Street to N.W. 58<sup>th</sup> Street within and along canal right-of-way in Miami-Dade County, and

WHEREAS, the City intends to apply for an additional Class III permit from the County to perform work within the County's canal right-of-way within and along the Dressels and Northline canal right-of-way in Miami-Dade County in order to design, construct, and extend the pedestrian and cyclist path for use by the public; and

WHEREAS, it is the intent of the County and the City to establish relationships and responsibilities for the maintenance, use and operation of the pedestrian and cyclist path within and along the canal right-of-way of the above mention canals, and the provisions of this Agreement shall apply to said pedestrian and cyclist path and any expansions thereto located in the County's right-of-way,

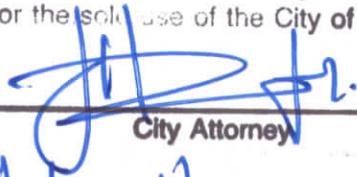
NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and the mutual benefits to be derived from this Agreement, the County and the City agree as follows:

1. The City shall continue to be bound by the conditions and site plans of the City's Class III permits for the Canal Bank Stabilization Program, which are attached as Exhibits A, B, C, D to this Agreement and incorporated herein. Conditions of Exhibits A, B,C and D shall also apply to the City's desired expansion of the pedestrian and cyclist path as indicated in the site plans attached as Exhibit E.
2. The City may have the continued use of the pedestrian and cyclist path, within the County's canal right-of-way, as indicated in the site plans of Exhibits A, B, C, D and E pursuant to the conditions of this Agreement. This use shall include pedestrian and cyclist ingress and egress over and with full authority to enter upon, use, operate and maintain the pedestrian and cyclist path.

3. The City's use, operation and maintenance of the pedestrian and cyclist path, shall not exclude the County or prevent or limit the County's canal related activities.
4. No other structures or facilities, except those authorized in the City's Class III permit attached as Exhibit A, B, C, D, and E may be placed within the County's canal right-of way unless and until the City obtains an additional Class III permit from the County for said structures or facilities.
5. The City acknowledges that the County uses this canal right-of-way for canal maintenance purposes and that the County may require the City, at the City's sole cost and expense, to remove any and all items placed within the canal right-of-way, including but not limited to infrastructure, landscaping, or facilities, if the County determines, in its sole discretion, that such removal is necessary for canal maintenance.
6. In the event that items within the County's canal right-of-way, including but not limited to infrastructure, landscaping, and facilities, are removed or damaged in connection with the County's canal related purposes and duties, the County shall not be responsible for the repair or replacement of said items. The City shall incur all costs and expenses of any such repairs and/or replacements.
7. Notwithstanding any provisions in this Agreement or the Class III permit to the contrary, the City shall not engage in any activity which interferes with the construction, alteration, maintenance, or operation of the County's canal, including but not limited to: a) the discharge of debris or aquatic weeds in the canal; (b) activities which cause erosion or shoaling within the pedestrian and cyclist path, or canal; or (c) the planting of trees or shrubs which limit or prevent County vehicles or equipment from accessing the canal.
8. The City shall be solely responsible for the construction, use, maintenance and operation of the pedestrian and cyclist path, and shall maintain the pedestrian and cyclist path, in good condition and repair, including but not limited to clearing and keeping clear from all trees, debris, undergrowth, and other obstructions that may interfere with the normal use, operation and maintenance of the pedestrian and cyclist path. If the City is not maintaining the pedestrian and cyclist path, in an acceptable manner, the County shall have the right but not the duty to maintain the pedestrian and cyclist path, after notice to the City and a reasonable time to cure, and then charge the City for the costs of said maintenance.
9. Notwithstanding any provision in this Agreement or the Class III permit to the contrary, the City does not and will never, under any circumstances, have the power to subject the interest of the County in its canal right-of-way to any mechanic's or material men's lien of any kind, nor shall any provisions of this Agreement or the Class III permit ever be construed as empowering the City to encumber the property interest that the County has in its canal right-of-way. This Agreement does not create or vest rights, compensable rights, or property rights in or to the City.

10. The County shall have the right to terminate this Agreement for canal related purposes or any other public purpose, after 120 day notice to the City. Any such termination of this Agreement shall be in writing, and no liability shall arise based on any such termination of this Agreement by the County.
11. The City assumes any and all duties to warn and/or correct any dangerous conditions which may arise in connection with the pedestrian and cyclist path, including but not limited to its location, design, construction, maintenance, signage, lighting, safety precautions or barriers.
12. The City shall defend, indemnify, and hold harmless the County and its respective officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County and its respective officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to, or resulting from the negligence of the City or the City's officers, employees, agents or servants in connection with the pedestrian and cyclist path, including but not limited to its location; design; construction; maintenance; use; operation; safety measures; signage; lighting; barriers or lack thereof; any duty to warn and/or correct any dangerous conditions related to the pedestrian and cyclist path; or any other actions or omissions arising out of, relating to, or resulting from the negligent performance under this Agreement by the City or the City's officers, employees, agents, or servants. The City shall pay all claims, suits, or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the City shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which when totaled within all other claims or judgments paid by the City arising out of the same incident or occurrence, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses, or causes of action that may arise as a result of the negligence of the City or the City's officers, employees, servants, agents, partners, principals, or subcontractors.
13. The County shall indemnify, and hold harmless the City and their respective officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City and their respective officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to, or resulting solely from the negligent performance under this Agreement by the County or the County's officers, employees, agents, or servants. The County shall pay all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to

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



\_\_\_\_\_  
City Attorney



\_\_\_\_\_  
Print Name

the provisions of that statute whereby the County shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which when totaled within all other claims or judgments paid by the County arising out of the same incident or occurrence, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses, or causes of action that may arise as a result of the negligence of the County or the County's officers, employees, servants, agents, partners, principals, or subcontractors.

14. This Agreement represents the understanding and agreement in their entirety of both the City and the County. There shall be no amendments to this Agreement unless such amendments are made in writing and signed by both parties.
15. The effective date of this Agreement shall be the date by which it has been executed by both the City and the County.
16. If any part of this Agreement is found to be invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement provided that the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can still be accomplished.

IN WITNESS THEREOF, the City and the County, through their duly authorized representatives hereby execute this Agreement.

CITY OF DORAL, FLORIDA  
8401 NW 53RD TERRACE  
Doral, Florida 33166

Authorized signature on behalf of the  
City of Doral, Florida.

Attest:

*Barbara Han* 11/12/13  
City Clerk Date

By: *Joe Carollo* 11/1/13  
City of Doral City Manager Date

Attest:

*[Signature]* 2/11/14  
County Clerk Date

MIAMI-DADE COUNTY, FLORIDA

By: *[Signature]* FEB. 11, 2014  
County Mayor or Mayor's Designee Date

