

**JOINT PARTICIPATION AGREEMENT
BETWEEN MIAMI-DADE COUNTY AND THE CITY OF CORAL GABLES
GRANADA BOULEVARD SIDEWALK IMPROVEMENT**

This AGREEMENT made and entered into this _____ day of _____, 2026, by and between the CITY OF CORAL GABLES, 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, both parties herein wish to facilitate the design and construction of a sidewalk improvement project in MIAMI-DADE COUNTY, hereinafter referred to as the "Project" described as follows:

Granada Boulevard Sidewalk Improvement Program starting at the intersection of SR 976/SW 40 Street/Bird Road to Ponce de Leon Boulevard; and

WHEREAS, the County wishes to utilize the resources of the City to design, contract, and construct the Project, subject to the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the parties agree:

1. RESPONSIBILITIES OF CITY:

1.1 Recitals: The recitals are true and correct and are incorporated herein by this reference to form a part of this Agreement.

1.2. Effective Date: This Agreement shall become effective on the date upon which the resolution adopted by the Board of County Commissioners approving this Agreement becomes effective.

1.3. Design: The City shall secure engineering design and consulting services from qualified firms to develop the construction plans, technical specifications, special provisions, pay items and cost estimates for the Project in accordance with applicable standard Florida Department of Transportation (FDOT), County, and/or City design criteria, in all circumstances to the satisfaction of the County Department of Transportation and Public Works (DTPW) Director. The City consultants shall be made available to the County at the City's sole cost to review shop drawings and perform required post-design services, limited to Project design. The County agrees that the selection, retention and discharge of the design consultant shall be the responsibility of the City in accordance with applicable laws and the City's procedures. Notwithstanding any provision to the contrary, the City shall comply with all applicable state and County laws and requirements, including but not limited the all applicable County Code provisions, County resolutions, and administrative and implementing orders, and County contract compliance and oversight measures relating to the expenditure of County funds and include such requirements in all solicitations. Prior to the advertisement to solicit design services from qualified firms, the City shall provide the County DTPW, Capital Improvements Division with the Miami -Dade County Technical Categories.

Subsequent to the evaluation of proposals by the City and the City's determination of the most advantageous proposal, the City shall provide said evaluation to County DTPW for review and approval. Final commitment of County funds for the Project shall occur upon the design contract by the County DTPW Director.

1.4. Permits and Approvals: The City shall obtain all necessary permits, including any permits required by the County, and utility adjustments; and coordinate the review of construction documents by utilities and permitting agencies. The City shall make all necessary adjustments as required for approval and/or permitting by those agencies. The City shall obtain all necessary permits, and utility adjustments for the Project in

accordance with applicable state, federal and local laws and ordinances. The City shall not pay for any permits required by the County DTPW.

1.5. Right-of-Way: The City shall acquire at its sole effort, any right-of-way that is required to complete the construction of the Project. The County shall disburse to the City funds for the cost of right-of-way acquisition for the Project in the manner set forth in Section 4. For the avoidance of doubt, the costs for right-of-way acquisition shall in no way increase the funding amounts provided for in Section 2, unless otherwise increased in accordance with said section.

1.6. Public Information and Involvement: The City will implement a Public Involvement Plan (PIP) during the design and construction of the Project to provide information to property owners, tenants, and area residents, including but not limited to: public meetings, Project documentation and flyers, business signs, directional parking signs, and schedules for major work to be performed in the area. Appropriate investigation of the Project stakeholders shall be used to develop the goals and objectives to implement the PIP. The City shall submit a copy of the PIP to the County DTPW Director for review and concurrence prior to its implementation.

Projects that exceed \$1,000,000.00 in construction costs shall comply with the process and guidelines for the preparation and implementation of PIPs as established by Miami-Dade County Implementing Order 10-13.

1.7. Publicity: By the acceptance of these funds, the City agrees that the Project elements funded by this Agreement shall recognize and adequately reference the County as a funding source. The City shall ensure that all publicity, public relations, advertisements and signs recognize and reference the County for the support of all contracted activities. This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationery. The use of the official County logo is permissible for the publicity purposes stated herein. The City shall submit sample or mock-up of such publicity or materials to the County for review and approval. The City shall ensure that all media representatives, when inquiring about the activities funded by this Agreement, are informed that the County is its funding source.

1.8. Accounting: The City shall at all times maintain separate accounting for the costs of the Project so those costs may be independently verified and audited by the County, at the request and cost of the County. The City agrees to permit the County auditors to inspect the books, records and accounts of the Project for five (5) years after completion of the Project. These records shall be made available to the County for inspection within ten (10) business days upon written receipt of a written request from the County.

1.9. Construction: The City shall procure the services of a licensed contractor holding an engineering contractor's license to construct the Project. The City may award the contract through any available lawful means, in accordance with Section 255.20, Florida Statutes, which in the City discretion, affords the most competitive price for construction of the Project. Notwithstanding any provision to the contrary, the City shall comply with all applicable FDOT and County contract compliance and oversight measures relating to the expenditure of FDOT and/or County funds, and include such requirements in all solicitations.

The construction contract shall also contain a requirement that the contractor(s) provide a payment and performance bond at least in the amount and form required by state law naming the FDOT, County and City as joint obligees or joint contracting public entities. The construction contract shall contain a contingency amount to address unforeseen conditions and owner required changes which shall not exceed ten percent (10%) of the base amount of the contract, unless otherwise approved in writing by designated representatives of the County and City. The commitment for the expenditures of any contingency funds shall not be made by the City without the prior written approval of the County DTPW Director. The County shall respond, in writing, within thirty (30) business days of receiving written requests from the City to approve the commitment of contingency funds.

Subsequent to the evaluation of bids or proposals by the City and the City determination of the advantageous bid or proposal, the City shall provide said evaluation to the FDOT and to the County DTPW Director for review and approval. Final commitment of County funds for the Project shall occur after approval of FDOT and upon approval of the contract award recommendation by the County DTPW Director.

The County agrees that the selection, retention and discharge of such contractor shall be the responsibility of the City.

- 1.10. Claims and Change Orders:** The City shall notify the County DTPW Director in writing when claims or change orders arise. The City shall also invite the County to participate in negotiations of these claims and change orders. The County shall review and make a determination or approval of all change orders or supplemental agreements, permits, modifications of plans, or other requests for approvals submitted by the City and previously approved by the FDOT.
- 1.11. Construction Administration and Inspection:** The City shall exercise all responsibilities of the owner under the construction contract, including construction administration and inspections. The City may delegate this function to an authorized agent or Construction Engineering Inspection consultant. The inspector shall have an oversight role in the routine daily inspections. In the case of a disagreement over the interpretation of the plans, the County DTPW Director shall have final authority subsequent to an independent final inspection by the County. The City representative and the designated representative shall jointly perform the inspection of the project which immediately precedes substantial completion. The City shall certify upon completion that the project has been constructed pursuant to the design plans, specifications and approved change orders. Final payment to the City is subject to the City accepting all obligations of maintenance responsibilities for the project and the final acceptance by the County DTPW Director of the project in accordance with the terms of this Agreement and all applicable laws, regulations, and technical requirements.
- 1.12. Coordination with Miami-Dade County Public Schools:** Due to potential safety, operational and bus transportation impacts, the City shall coordinate with Miami-Dade County Public Schools staff to implement maintenance of traffic measures.
- 1.13. Nondiscrimination:** During the performance of this Agreement, the City agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status or veteran status, and on housing related contracts the source of income, and will take

affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Agreement, the City attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the City or any owner, subsidiary or other firm affiliated with or related to the City is found by the responsible enforcement agency or the County to be in violation of the Act , such violation shall render this Agreement void. This Agreement shall be void if the City submits a false affidavit or the City violates the Act during the term of this Agreement, even if the City was not in violation at the time it submitted its affidavit. The provisions of Section 1.13 shall be included in any agreement between the City and any consultant and/or contractor performing work on this Project, unless otherwise prohibited by applicable law or requirements of funding sources.

2. RESPONSIBILITIES OF COUNTY:

2.1 Funding Amount, Reimbursement of Project Costs: The construction cost estimate for the Project is \$1,950,000 (this amount includes ten percent (10%) contingency). Subject to and contingent upon the Board of County Commissioners' and the Transportation Planning Organization's review and approval process pursuant to Chapter 33E of the Code of Miami-Dade County, Florida, the County agrees to provide funds up to up to \$1,950,000 for eligible costs, as defined herein, incurred by the City for the design and construction of the Project. The County shall disburse to the City funds for the Project in the manner set forth in Section 4. The County shall incur no liability for any costs in excess of \$1,950,000 as provided for herein unless there has been a duly authorized increase approved by Miami-Dade Board of County Commissioners.

2.2. County Payments of Project Costs: The County funds provided for eligible costs as defined herein, incurred for the construction of the Project are specified below:

<u>Funding Amount</u>	<u>Funding Source</u>	<u>County Fiscal Year of Commitment</u>
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2.3. Project Cost Adjustments: The amount contributed by the County is based on the current estimated costs of the Project. The parties recognize that adjustments to the above-referenced cost may be required in the future, and that at the option of the parties, amendments may be entered into to revise the funds available for the Project.

3. ELIGIBLE COSTS: The parties agree that only the below identified costs that may be incurred by the City and that are directly related to the Project are eligible for reimbursement, provided adequate documentation accompanies the reimbursement request in the form of approved invoices, verified payment requests, documented journal entries, and/or check vouchers. For purposes of this Agreement, eligible costs are further defined as those pertaining to the design and construction of Project elements that are the standard items normally provided for by the County in County road improvement projects, and not the enhancement of standard items, or the incorporation of items which are in addition to those standard items. The County shall not be assumed to be liable to provide reimbursement for the design, construction or maintenance of such items that do not conform to this section of the Agreement. If enhancements to standard items are constructed in this Project, the City may request County reimbursement only to a maximum amount corresponding to that which would be expended in providing the normal standard version of that item for a project of the same scope. The parties further agree that eligible costs will not include fees for construction management, construction inspections, and project management.

4. SCHEDULE AND MANNER OF REIMBURSEMENTS: Upon execution of the Agreement, the City shall furnish the County with a copy of the estimated budget for the Project, and will similarly furnish the County with any and all revisions thereto. At the time of contract award for this Project, the City shall submit the Estimated Quarterly Construction Payout Schedule for the Project to the County DTPW Director. Quarterly disbursement of County funds to the City shall be based upon City invoices with certified copies of paid contractor invoices attached and shall not include any other charges. The City acknowledges that a delay in processing of invoices may occur if subcontractor reporting as may be required by the County is not current. Final invoice shall be submitted 120 working days after contractor receives final acceptance from the City. The

county may elect to terminate this Agreement due to the City failure to invoice and close the project and any funds left from the county funding commitment pursuant to Section 2.1 will become available to be redirected for any expenditure that the County shall determine.

5. COMPLIANCE WITH LAWS: The parties shall comply with applicable federal, state and local laws, codes, ordinances, rules and regulations in performing their respective duties, responsibilities, and obligations pursuant to this Agreement and with all applicable laws relating to the Project. The parties shall not unlawfully discriminate in the performance of their respective duties under this Agreement.

6. PROJECT SIGNAGE: The County shall furnish and install a Project sign in each direction of traffic indicating that this Project is being funded by Mobility Impact Fees, in coordination with the City, in proximity to the start/end of the Project limits. Should Maintenance of Traffic (MOT) signage be required as part of the work, the Project sign shall be placed an appropriate distance before the MOT signage range. The Project signs shall remain in place for the duration of the work or as directed by the Project engineer.

7. INDEMNIFICATION: The City shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from this Agreement. The City shall pay all claims and losses in connection therewith and shall investigate and defend 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. The City expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the City shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. The City shall require any of its contractors to include this language indemnifying the County in any contract relating to this Agreement or the work contemplated by this Agreement. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the County for its sole negligence or breach of contract.

In the event of breach or non-performance by the persons selected by the City to perform the work, the City shall prosecute such claims of breach and/or non-performance, and upon written request by the County and in the County's sole discretion, shall assign to the County any and all of its rights under the affected contract for purposes of the County's prosecution of claims, actions or causes of action resulting from such breach or non-performance unless the City has already pursued such claims, actions or cause of action through arbitration, administrative proceeding or lawsuit. If the County elects to prosecute any such claims or causes of action, the City agrees to cooperate fully with the County in the prosecution of any such claim or action. Any damages recovered by the County which is attributable to an expenditure by the City of City funds (not otherwise reimbursed or funded by the County) and after deducting the County's attorneys' fees and costs, shall be returned to the City by the County, within sixty (60) business days of receipt.

8. DISPUTE RESOLUTION, APPLICABLE LAW: The parties shall resolve any disputes, controversies or claims between them arising out of this Agreement in accordance with the "Florida Governmental Conflict Resolution Act", Chapter 164, Florida Statutes, as amended. This agreement shall be governed by the laws of the State of Florida. Venue in any proceedings shall be in Miami-Dade, Florida. Each party will bear its own attorney's fees.

9. TERMINATION AND DEFAULT: This Agreement shall commence upon the Effective Date and continue through April 30, 2029. If the City does not complete the Project within this time period, this Agreement will automatically expire unless an extension of the time period is requested by the City and granted in writing by the County prior to the expiration of this Agreement. Moreover, if the City fails to issue a Notice to Proceed (NTP) for the construction of the Project by April 24, 2028 (NTP Deadline), the County shall have the option of (a) immediately terminating the Agreement, or (b) notifying the City of a requirement that an NTP for the construction of the Project be issued by a new date to be set by the County. Expiration of this Agreement as contemplated in this Section 9 will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the County. Unless terminated earlier, work on the Project shall commence within 180 days of the issuance of the Notice to Proceed for the construction phase of the Project. The County shall have the option to immediately terminate this Agreement should the City fail to

meet any of the requirements of this Agreement. If the County elects to terminate the Agreement, the City acknowledges that it has not rights to the funds provided in Section 2.1 for this Project and such funds will become available to be redirected for any expenditure that the County shall determine.

10. JOINT PREPARATION: The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties from other.

11. SEVERANCE: In the event a portion of this Agreement is found to be invalid by a court of competent jurisdiction, the remaining provisions shall continue to be effective unless the City or County elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) business days after the finding by the court becomes final.

12. NOTICES: Any and all notices required to be given under this Agreement shall be sent by first class mail, addressed as follows:

To the County:

Attention: Director, Department of Transportation and Public Works
Miami-Dade County
701 NW 1 Court, Suite 1700
Miami, Florida 33136
(786) 469-5406

To the City:

Attention: Vince Lago
Mayor
City of Coral Gables
234 Minorca Avenue
Coral Gables, Florida 33134
vlago@coralgables.com

13. ENTIRE AGREEMENT, AMENDMENTS: This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the

matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms contained herein shall be effective unless set forth in writing in accordance with this section. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the parties.

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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

BY: _____

Deputy Clerk

BY: _____

County Mayor or County Mayor's Designee

Approved by County Attorney
as to form and legal sufficiency _____

Assistant County Attorney

ATTEST:

CITY OF CORAL GABLES, a municipal
corporation of the State of Florida

BY: _____

City Clerk

BY: _____

City Mayor

(Affix City Seal)

Approved by City Attorney
as to form and legal sufficiency _____

City Attorney