

**EXHIBIT A**

**CITY OF CORAL GABLES & MIAMI-DADE COUNTY JOINT PARTICIPATION  
AGREEMENT**

City of Coral Gables Project No. \_\_\_\_\_

Miami-Dade Water & Sewer Department Project No. \_\_\_\_\_

Location: \_\_\_\_\_

Date of Work: \_\_\_\_\_

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, year of \_\_\_\_\_, by and between the City of Coral Gables (the "CITY") and Miami-Dade County (the "COUNTY"),

**WITNESSETH:**

**WHEREAS**, on or about \_\_\_\_\_, the CITY and the COUNTY entered into an Interlocal Master Agreement, which was approved through CITY Resolution \_\_\_\_\_ and COUNTY Resolution \_\_\_\_\_; and

**WHEREAS**, the Interlocal Master Agreement provides the overall governing terms of the relationship and protocol for the CITY and the COUNTY to follow when they wish to enter into a Joint Participation Agreement ("JPA") in those instances where the CITY intends to engage in a project that involves constructing, reconstructing or otherwise changing or improving a public road (the "Project") and the COUNTY has utility facilities that must be protected, relocated, installed, adjusted or removed within the public road or area that the CITY intends to improve through the Project,

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained herein, and consistent with the terms of the Interlocal Master Agreement, the CITY and COUNTY hereby agree as follows:

1. The CITY shall perform the:

\_\_\_\_\_ Design

\_\_\_\_\_ Construction

of the Utility Work to be done by the CITY in connection with its Project located at \_\_\_\_\_ (approximate address) \_\_\_\_\_ to be performed in or around \_\_\_\_\_ (month) \_\_\_\_\_, \_\_\_\_\_ (year) \_\_\_\_\_.

2. \_\_\_\_\_ As indicated in Paragraph 1 above, the CITY is to perform the design work for the Utility Work. Accordingly, consistent with Paragraph (3)(c)(7), the COUNTY shall pay the CITY a lump sum for the design work within sixty (60) days of the COUNTY's receipt of an invoice from the CITY for the design costs as agreed to based on the design cost proposal provided to the COUNTY by the CITY within two (2) weeks of the Mandatory Utility Meeting.

3. \_\_\_\_\_ As indicated in Paragraph 1 above, the CITY is to perform the construction of the Utility Work. Based on the cost estimate agreed to by the CITY and the COUNTY in advance of selection of the Contractor, the COUNTY agrees to pay: (a) \_\_\_ % of the estimated total cost of the construction portion of the Utility Work for an Allowance account to include the mobilization of equipment for Utility Work, additional maintenance of traffic costs for the Utility Work, (b) \_\_\_\_\_% of the estimated total cost of the construction portion of the Utility Work for a Contingency Fund, which fund shall be dedicated to cover changes to the Utility Work during construction, and (c) a prorated share of the administrative costs for the Utility Work, which amount shall be 1% of the total estimated cost of the Utility Work.

4. \_\_\_\_\_ As indicated in Paragraph 1 above, the CITY is to perform the construction of the Utility Work. Accordingly, consistent with Paragraph (3)(f)(4) of the Interlocal Master Agreement, the COUNTY agrees that payments shall be made to the CITY for the construction work in the following manner or at the following times:

\_\_\_\_\_ Lump Sum

\_\_\_\_\_ Percentage at completion of phases of construction based on submission of invoice from the CITY and review by COUNTY, which payments shall be made by the COUNTY within sixty (60) days of receipt of CITY invoice

Initial Payment of \_\_\_\_\_ % at start of Project

First payment at \_\_\_\_\_ % of completion

Second payment at \_\_\_\_\_ % of completion

Third payment at \_\_\_\_\_ % of completion

Final payment at \_\_\_\_\_ % of completion

5. \_\_\_\_\_ As indicated in Paragraph 1 above, the CITY is to perform the construction of the Utility Work and the COUNTY is to pay the CITY for that work in the manner indicated in Paragraph 3; however, for the Utility Work related to this Project, the

COUNTY is entitled to reimbursement from \_\_\_\_\_. The documentation related to the COUNTY's basis for the reimbursement is attached hereto as Exhibit 1.

6. \_\_\_\_\_ As indicated above, the CITY is to perform the construction of the Utility Work; however, the COUNTY will need to complete connection of the Utility Work to the COUNTY's existing system.

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

Approved by County Attorney  
as to form and legal sufficiency

\_\_\_\_\_  
County Mayor or Mayor's Designee

\_\_\_\_\_  
County Attorney

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

\_\_\_\_\_  
City Manager

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