OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(1)(E)

06-05-07

RESOLUTION NO. R-689-07

RESOLUTION AUTHORIZING EXECUTION OF A COUNTY INCENTIVE GRANT PROGRAM (CIGP) AGREEMENT BETWEEN MIAMI-DADE COUNTY, THE TOWN OF BAY HARBOR ISLANDS AND THE FLORIDA DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF $1,200,000 FOR THE REHABILITATION OF THE WEST RELIEF BRIDGE ON THE BROAD CAUSEWAY BY THE TOWN OF BAY HARBOR ISLANDS; AND AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO RECEIVE AND FORWARD FUNDS TO THE TOWN OF BAY HARBOR ISLANDS AS SPECIFIED IN THE CIGP AGREEMENT

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, the State of Florida is authorized to enter into agreements to provide funding for transportation programs and projects,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:

Section 1. That this Board approves the agreement between Miami-Dade County, the Town of Bay Harbor Islands and the Florida Department of Transportation, in substantially the form attached hereto and made a part of thereof, in the amount of $1,200,000 to provide for the rehabilitation of the West Relief Bridge on the Broad Causeway by the Town of Bay Harbor Islands.

Section 2. That this Board further authorizes the County Mayor or his designee to execute such contracts and agreements as are approved by the County Attorney's Office; to

MEMORANDUM
(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: June 5, 2007

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No. 8(P)(1)(E)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

assign all interests and obligations of this project to the Town of Bay Harbor Islands in accordance with such aforementioned contracts and agreements; and to file and execute any additional agreements, revisions, or amendments as required to carry out the project.

Section 3. That the County staff is authorized to furnish such additional information as the Florida Department of Transportation may require in connection with the application for the improvement.

The foregoing resolution was offered by Commissioner Sally A. Heyman, who moved its adoption. The motion was seconded by Commissioner Bruno A. Barreiro and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman aye
Barbara J. Jordan, Vice-Chairwoman aye

Jose "Pepe" Diaz	absent	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of June, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: KAY SULLIVAN
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber

RESOLUTION NO. 1039

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; AUTHORIZING THE MAYOR TO ENTER INTO A JOINT PARTICIPATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE REHABILITATION OF THE WEST RELIEF BRIDGE.

WHEREAS, the Town Council of the Town of Bay Harbor Islands is responsible for the public health, safety, and welfare of the citizens of the Town of Bay Harbor Islands and those coming to the Town; and

WHEREAS, the Town Council of the Town of Bay Harbor Islands is charged with preserving and maintaining the high quality and standards, and aesthetic beauty contained within the Town; and

WHEREAS, the Miami-Dade County Incentive Grant Program has been created by Section 339.2817, Florida Statutes, to provide grants to counties to improve a transportation facility which is located on the State Highway System or which relieves traffic congestion on the State Highway System; and

WHEREAS, the town of Bay Harbor Islands recently completed the rehabilitation of the West Relief Bridge; and

WHEREAS, the Florida Department of Transportation is willing to provide Miami-Dade County with financial assistance for the rehabilitation of the West Relief Bridge on the Broad Causeway in accordance with Section 339.2817, Florida Statutes; and

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Bay Harbor Islands as follows:

Section 1. The Town Council of the Town of Bay Harbor Islands is hereby authorizes the Mayor to execute the attached Joint Participation Agreement with the Florida Department of Transportation.

Section 2. The Town Manager of the Town of Bay Harbor Islands is hereby directed to send copies of this resolution to the Department of Transportation and all other persons as directed by the Town Council.

PASSED and ADOPTED this 12th day of March 2007.

MAYOR

ATTEST:

TOWN CLERK

APPROVED AS TO FORM:

TOWN ATTORNEY

H:\A-TOWN CLERK\Resolutions\1039 - dot - rsse - 3-12-07 wpd

Memorandum

MIAMI-DADE COUNTY

Date: June 5, 2007

Agenda Item No. 8(P)(1)(E)

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: County Incentive Grant Program (CIGP) Agreement Between Miami-Dade County, the Town of Bay Harbor Islands and the Florida Department of Transportation in the Amount of $1,200,000 to Fund the Rehabilitation of the West Relief Bridge on the Broad Causeway

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RECOMMENDATION

It is recommended that the Board of County Commissioners (BCC) authorize the County Mayor to execute a County Incentive Grant Program (CIGP) Agreement, in substantially the form attached, with the Town of Bay Harbor Islands (Town) and the Florida Department of Transportation, (FDOT) in the amount of $1,200,000, for the rehabilitation of the West Relief Bridge in the Town. It is further recommended that the BCC authorize the County Mayor or his designee to assign all interests and obligations of this project to the Town in accordance with the CIGP Agreement.

SCOPE

This Agreement will provide funding for the rehabilitation of the West Relief Bridge located on the Broad Causeway in Commission District 4.

FISCAL IMPACT/FUNDING SOURCE

The total cost of the project is $3,586,325.50. FDOT has programmed CIGP funding for this project in the amount of $1,200,000. The Town will provide the additional $2,386,325.50 as a local match. No County funds are required for this project.

TRACK RECORD/MONITOR

The construction of the project was fully coordinated between the Town and FDOT. The Town will submit a final invoice to FDOT for compensation and payment once the project has been accepted by the Town and approved by FDOT.

BACKGROUND

The CIGP was created by Section 339.2817 of the Florida Statutes, as authorized by the 2000 State Legislature. Its purpose is "to provide grants to counties to improve a transportation facility which is located on the State Highway System or which relieves traffic congestion on the State Highway System". The program allows municipalities to apply for funding through their respective counties. Therefore, under the guidelines of the CIGP, this Agreement is required to be approved by Miami-Dade County. By executing this Agreement, Miami-Dade County consents to assign all of its interests and obligations, financial and otherwise, in the oversight and management of the project to the Town. On March 12, 2007, the Town Council of Bay Harbor Islands approved this Agreement by adopting Resolution Number 1039.

The Broad Causeway provides a critical connection between US-1 and A1A. In the event of an emergency, it also is the main evacuation route for the municipalities of Bay Harbor Islands, Bal Harbor, Surfside, and Indian Creek. This Agreement will provide funding to the Town for the rehabilitation project on the Causeway's West Relief Bridge, which was declared structurally unsafe by FDOT Engineers. The project was completed by the Town on September15, 2006.

Assistant County Manager

Catalog of State Financial Assistance No. 55.008

Financial Project No.: 421497-1-58-01
COUNTY: Miami-Dade

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

COUNTY INCENTIVE GRANT PROGRAM AGREEMENT
(Town Letting)

This is an Agreement by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT", and Miami-Dade County, hereinafter referred to as the "COUNTY", and the Town of Bay Harbor Islands, hereinafter referred to as the "TOWN".

W I T N E S S E T H

WHEREAS, the DEPARTMENT has the authority, under Section 334.044, Florida Statutes, to enter into this Agreement; and

WHEREAS, the County Incentive Grant Program has been created by Section 339.2817, Florida Statutes, to provide grants to counties to improve a transportation facility which is located on the State Highway System or which relieves traffic congestion on the State Highway System; and

WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 339.2817, Florida Statutes; and

WHEREAS, the DEPARTMENT is willing to provide the COUNTY with financial assistance under Financial Project Number 421497-1-58-01 for the rehabilitation of the West Relief Bridge on the Broad Causeway, hereinafter referred to as the "PROJECT", in accordance with Section 339.2817, Florida Statutes; and

WHEREAS, the COUNTY is willing to assign all of its interests and obligations, financial and otherwise, in the oversight and management of the PROJECT to the TOWN; and

WHEREAS, the COUNTY, by Resolution No. _____, dated the ____ day of _____, _____, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board of Commissioners to enter into this Agreement.

WHEREAS, the TOWN, by Resolution No. _____, dated the ____ day of _____, ____, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Town Council to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties agree as follows:

1-SERVICES AND PERFORMANCE

A. The TOWN shall furnish the services with which to construct the PROJECT. Said PROJECT consists of rehabilitating the West Relief Bridge on Broad Causeway, a four-lane bridge deemed structurally unsafe, and, as further described in Exhibit "A," attached hereto and made a part here of.

B. The TOWN agrees to undertake the construction of the PROJECT in accordance with all applicable federal, state and local statutes, rules and regulations, and standards. The TOWN shall be responsible for obtaining clearances/permits required for the construction of the PROJECT from the appropriate permitting authorities. Upon completion of the PROJECT, the TOWN shall certify to the DEPARTMENT that the PROJECT has been completed in accordance with the applicable standards, statutes, rules and regulations in writing.

C. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of work being done by the TOWN and of the details thereof. Coordination shall be maintained by the TOWN with representatives of the DEPARTMENT. TOWN shall provide the DEPARTMENT with quarterly progress reports.

D. i) For projects located on the State Highway System, the DEPARTMENT must approve any consultant and/or contractor scope of services including project budget. TOWN shall obtain DEPARTMENT approval of plans and specifications prior to bidding the project. This provision applies only to projects located on the State Highway System.

ii) The TOWN must certify that the consultant has been selected in accordance with the Consultants Competitive Negotiation Act (Section 287.055, Florida Statutes). Contractor must be prequalified by the DEPARTMENT as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2000), as amended.

E. The TOWN shall not sublet, assign, or transfer any work under this Agreement without prior written consent of the DEPARTMENT.

F. All notices under this Agreement shall be directed to the following addresses:

TO DEPARTMENT:	**TO TOWN:**
Mr. Gary Donn, P.E., Director of Transportation Support	Mr. Greg Tindle, Town Manager
1000 NW 111 Avenue	9665 Bay Harbor Terrace
Miami, Florida 33172	Bay Harbor Islands, Florida 33154

2-TERM

A. The TOWN shall perform the PROJECT activities in accordance with the following schedule:

1) Construction to be completed on or before December 31, 2007.

B. This Agreement shall not be renewed. Any extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.

3-COMPENSATION AND PAYMENT

A. The parties agree that the estimated total PROJECT costs are THREE MILLION FIVE HUNDRED EIGHTY-SIX THOUSAND THREE HUNDRED TWENTY-FIVE DOLLARS AND FIFTY CENTS ($3,586,325.50). The parties further agree that the DEPARTMENT's maximum participation in PROJECT costs is ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000.00) and all remaining costs of the PROJECT will be borne by the TOWN.

i) The TOWN shall submit one final invoice (4 copies) plus supporting documentation required by the DEPARTMENT to the Project Manager for approval and processing:

_____ - monthly, or
_____ - quarterly, or
__X__ - once the PROJECT has been accepted by the TOWN and approved by the DEPARTMENT.

ii) Any provisions for an advance payment are provided in an Exhibit attached to this agreement.

iii) In the event the TOWN proceeds with the design, construction, and construction engineering inspection services (CEI) of the PROJECT with its own forces, the TOWN will only be reimbursed for direct costs (this excludes general and administrative overhead).

iv) All costs charged to the PROJECT shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

B. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044 (29), Florida Statutes.

C. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.

D. The DEPARTMENT's obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

E. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

F. Travel costs will not be reimbursed.

G. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who

may be experiencing problems in obtaining timely payments(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Chief Financial Officer's Hotline, 1-800-848-3792.

H. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the TOWN's general accounting records and the project records, together with supporting documents and records of the TOWN and all subcontractors performing work on the project, and all other records of the TOWN and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

I. The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

J. It is unlawful for the board of county commissioners to expend or contract for the expenditure in any fiscal year more than the amount budgeted in each fund's budget, except as provided herein, and in no case shall the total appropriations of any budget be exceeded, except as provided in s. 129.06, and any indebtedness contracted for any purpose against either of the funds enumerated in this chapter or for any purpose, the expenditure for which is chargeable to either of said funds, shall be null and void, and no suit or suits shall be prosecuted in any court in this state for the collection of same, and the members of the board of county commissioners voting for and contracting for such amounts and the bonds of such members of said boards also shall be liable for the excess indebtedness so contracted for. Section 129.07, Florida Statutes.

K. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

4-INDEMNITY AND INSURANCE

A. i) To the extent allowed by law, the TOWN shall indemnify, defend, and hold harmless the DEPARTMENT and all of its officers, agents, and employees from any claim, loss, damages, cost, charge, or expense arising out of act, error, omission, or negligent act by the TOWN, its agents, or employees, during the performance of the Agreement, except that neither the TOWN, its agents, or its employees will be liable under this paragraph for any claim, loss, damages, cost, charge, or expense arising out of act, error, omission, or negligent act by the DEPARTMENT, or any of its officers, agents, or employees, during the performance of the Agreement.

ii) When either party receives notice of claim for damages that may have been caused by the other party in the performance of services required under this Agreement, that party will immediately forward the claim to the other party. Each party will evaluate the claim, and report its findings to each other within fourteen (14) working days and jointly discuss options in defending the claim. A party's failure to promptly notify the other of a claim will not act as a waiver or any right herein.

iii) The TOWN agrees to include the following indemnification in all contracts with contractors/subcontractors, consultants/subconsultants, who perform work in connection with this Agreement:

> "The contractor/consultant shall indemnify, defend, save, and hold harmless the DEPARTMENT and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor, its officers, agents, or employees. Neither the contractor/consultant, nor any of its officers, agents, or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees."

B. LIABILITY INSURANCE. The TOWN shall carry and keep in force during the period of this Agreement a general liability policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $100,000 per person and $300,000 each occurrence, and property damage insurance of at least $50,000 each occurrence, for the services to be rendered in accordance with this Agreement. However, in the event the TOWN maintains a self-insurance fund to cover such liability, the TOWN agrees to maintain sufficient reserves in the fund to pay the above-described liability limits. In addition to any other forms of insurance or bonds required under the terms of this Agreement, the TOWN must comply or cause its contractor to comply with Section 7-13 of the DEPARTMENT's Standard Specifications for Road and Bridge Construction (2004), as amended.

C. WORKERS' COMPENSATION. The TOWN shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

5-COMPLIANCE WITH LAWS

A. The TOWN shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the TOWN in conjunction with this Agreement. Failure by the TOWN to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The TOWN shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The TOWN and the DEPARTMENT agree that the TOWN, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Agreement for purposes other than those set out in Section 337.274, Florida Statutes.

E. Recipients of state funds are to have audits done annually using the following criteria.

State awards will be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the awarding state agency.

In the event that the recipient expends a total amount of State awards (i.e., State financial assistance provided to the recipient to carry out a State project) equal to or in excess of $500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller, and Chapter 10.600, Rules of the Auditor General.

In connection with the audit requirements addressed in the paragraph above, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapter 10.600, Rules of the Auditor General.

If the recipient expends less than $500,000 in State awards in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $500,000 in State awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from recipient funds obtained from other than State entities).

Reporting Packages and management letters generated from audits conducted in accordance with Section 215.97, Florida Statutes, and Chapter 10.600, Rules of the Auditor General shall be submitted to the awarding FDOT office, by the recipient, within 30 days of receiving it. The

afore mentioned items are to be received by the appropriate FDOT office no later than 9 months after the end of the recipient's fiscal year.

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit finding is required. Current year audit findings require corrective action and status of finding.

Project records shall be retained and available for at least 3 years from the date the audit report is issued. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit workpapers shall be given FDOT, the Comptroller, and the Office of the Auditor General.

The recipient shall submit required audit documentation as follows:

A Financial Reporting Package of audits conducted in accordance with Section 215.97, Florida Statutes, and *Chapter 10.600, Rules of the Auditor General* shall be sent to:

State of Florida Auditor General
Attn: Ted J. Sauerbeck
Room 574, Claude Pepper Building
111 West Madison Street
Tallahassee, FL 32302-1450

6-TERMINATION AND DEFAULT

A. This Agreement may be canceled by either the TOWN or the DEPARTMENT upon sixty (60) days written notice.

B. If the DEPARTMENT determines that the performance of the TOWN is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the TOWN of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the TOWN, the DEPARTMENT shall notify the TOWN of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the TOWN shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the TOWN.

7-MISCELLANEOUS

A. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

B. The DEPARTMENT shall not be obligated or liable hereunder to any party other than the TOWN.

C. In no event shall the making by the DEPARTMENT of any payment to the TOWN constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the TOWN, and the making of such payment by the DEPARTMENT while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

D. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or 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, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

E. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

F. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida.

G. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the PROJECT is completed and accepted and payment made by the DEPARTMENT or terminated in accordance with Section 6.

H. An entity or affiliate which has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed in its behalf this ___ day of _____, _____, by the Chairman of the Board of Commissioners, authorized to enter into and execute same by Resolution Number _____ of the Board on the _____ day of _____, _____, the TOWN has caused this Agreement to be executed in its behalf this day of _____, _____, by the Chairman of the Town Council, authorized to enter into and execute same by Resolution Number _____ of the Board on the _____ day of _, _____, and the DEPARTMENT has executed this Agreement through its District Secretary for District _____, Florida Department of Transportation, this _____ day of _, _____.

MIAMI-DADE COUNTY, FLORIDA

ATTEST:_____(SEAL)
CLERK

BY: _____
CHAIRMAN, BOARD OF
COUNTY COMMISSIONERS

TOWN of BAY HARBOR ISLANDS, FLORIDA

ATTEST:_____(SEAL)
CLERK

BY:_____
CHAIRMAN, TOWN COUNCIL

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST:_____(SEAL)
EXECUTIVE SECRETARY

BY: _____
DISTRICT SECRETARY
DISTRICT _____

NAME:_____

DOT Legal Review:

_____

Availability of Funds Approval:

_____
(Date)

Exhibit A

PROJECT SCOPE OF SERVICES
(Reference section 1.A, in Agreement)

PROJECT Limits: **Town of Bay Harbor Islands, West Relief Bridge**

The PROJECT consists of rehabilitating a four-lane bridge on the Broad Causeway which was declared structurally unsafe by DEPARTMENT Engineers. The bridge connects two sections of State Road (SR) 922. The completion of this PROJECT will have a significant regional impact as SR-922, along with other state roads, connects US-1 to SR A1A. Furthermore, SR-922 is the main evacuation route for the municipalities of Bay Harbor Islands, Bal Harbor, Surfside, and Indian Creek. The TOWN will manage, supervise and inspect all aspects of PROJECT design and construction until the PROJECT is completed.

DEPARTMENT Financial Project Number: **421497-1-58-01**

COUNTY: **Miami-Dade**

DEPARTMENT Project Manager: **Gary Donn, P.E., Director of Transportation Support**

TOWN Project Manager: **Greg Tindle, Town Manager**

Eligible **PROJECT** costs for reimbursement are below-listed:

Joint Participation Agreement Contract Number: _____

DEPARTMENT's Financial Contribution (Maximum Limiting Amount):	**$1,200,000.00**
TOWN's Financial Responsibility, plus cost overruns:	**$2,386,325.50**
Total PROJECT Costs:	**$3,586,325.50**