Approved _____ Mayor

Veto _____

Override _____

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

10-02-07

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

RESOLUTION NO. R-1105-07

RESOLUTION AUTHORIZING EXECUTION OF A JOINT PARTICIPATION AGREEMENT IN THE AMOUNT OF $1,094,458 BETWEEN MIAMI-DADE COUNTY AND THE CITY OF DORAL TO FUND THE CONSTRUCTION OF ROADWAY IMPROVEMENTS FOR A PORTION OF THE NW 74 STREET PROJECT ALONG NW 107 AVENUE, FROM NW 71 STREET TO NW 74 STREET; AND AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXERCISE THE PROVISIONS THEREIN

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

WHEREAS, both the City of Doral and Miami-Dade County wish to facilitate the construction of roadway improvements for a portion of the NW 74 Street project along NW 107 Avenue, from NW 71 Street to NW 74 Street; and

WHEREAS, the project is a component of the project for NW 74 Street, from the Homestead Extension of the Florida Turnpike (H.E.F.T.) to NW 82 Avenue, which is included in the original People's Transportation Plan (PTP) Ordinance,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves this Joint Participation Agreement between Miami-Dade County and the City of Doral, providing up to $1,094,458 to the City for eligible expenses incurred in this construction, in substantially the form attached hereto and made a part hereof; and authorizing the County Mayor or his designee to execute same for and on behalf of Miami-Dade County and to exercise the provisions contained therein.

MEMORANDUM

(Revised)

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

DATE: October 2, 2007

FROM: R. A. Cuevas, Jr. County Attorney

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

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

The foregoing resolution was offered by Commissioner Jose "Pepe" Diaz, who moved its adoption. The motion was seconded by Commissioner Dennis C. Moss 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	aye	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	absent
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of October, 2007. This resolution shall become effective as follows: (1) 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, and (2) either i) the Citizens' Independent Transportation Trust (CITT) has approved same, or ii) in response to the CITT's disapproval, the County Commission re-affirms its award by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

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

JOINT PARTICIPATION AGREEMENT
BETWEEN MIAMI-DADE COUNTY AND THE CITY OF DORAL
NW 107 AVENUE FROM NW 71 STREET TO NW 74 STREET

This AGREEMENT, made and entered into this _____ day of _____, 2007, by and between City of Doral, 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 construction of a road improvement project in MIAMI-DADE COUNTY, hereinafter referred to as the "Project" described as follows:

The construction of two new lanes of a four-lane divided roadway along NW 107 Avenue from NW 71 Street to NW 74 Street, with turn lanes, sidewalk, curb and gutter, drainage, roadway lighting, pavement markings, and signage; and

WHEREAS, the County wishes to utilize the resources of the City to, contract and administer the construction of the Project, subject to the terms and conditions of this Agreement;

Memorandum

MIAMI-DADE COUNTY

Date: October 2, 2007

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

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

From: George M. Burgess
County Manager

Subject: Joint Participation Agreement Between Miami-Dade County and the City of Doral in the Amount of $1,094,458 to Fund Construction of Roadway Improvements for a Portion of the NW 74 Street Project Along NW 107 Avenue, from NW 71 Street to NW 74 Street

RECOMMENDATION

It is recommended that the Board of County Commissioners (BCC) approve the attached resolution authorizing execution of a Joint Participation Agreement (JPA) between Miami-Dade County and the City of Doral (the City) for the widening of the existing two (2) lane roadway to a four-lane divided roadway, transitioning into seven (7) lanes at the intersection of NW 74 Street and NW 107 Avenue. The proposed improvements, running from approximately NW 71 Street to NW 74 Street, will provide turn lanes, sidewalk, curb and gutter, drainage, roadway lighting, pavement markings, and signage. The JPA provides funding through the Charter County Transit System Sales Surtax (the Surtax); therefore, approval by the Citizens' Independent Transportation Trust (CITT) is required.

SCOPE

This project is located within the City of Doral, in Commission District 12.

FISCAL IMPACT/FUNDING SOURCE

The total construction cost, including contingencies, for the project is $1,094,458. The full amount will be funded by the People's Transportation Plan (PTP). The NW 74 Street widening project is included in the Major Highway and Road Improvements portion of Exhibit 1 in the PTP Ordinance.

TRACK RECORD/MONITOR

The County will utilize the resources of the City to contract, construct and administer the project on a reimbursable basis. Disbursement of County funds to the City shall be based upon City invoices with certified copies of paid contractor estimates. As part of this agreement, the City agrees to comply with applicable County regulations including but not limited to the Community Small Business Enterprise (CSBE) Program, Community Business Enterprise (CBE) Program, the Community Workforce Program, and the Responsible Wages and Benefits Ordinance (Ordinance No. 90-143). The project will be assigned to Octavio Marin, P.E., Chief, Construction Division, who will oversee inspections conducted by Public Works Department (PWD) staff before release of funds is recommended.

BACKGROUND

The widening of NW 74 Street to six (6) lanes from the Homestead Extension of the Florida Turnpike (H.E.F.T.) to State Road 826 is listed among the Board Requested Major Roadway Projects in the People's Transportation Plan (PTP) Ordinance. The widening of NW 74 Street will require that intersecting roads be improved to provide effective traffic movement through the intersection. The proposed improvements to be carried out under this JPA are a vital component of the larger NW 74

Street project, providing for proper traffic flow at the intersection of NW 74 Street and NW 107 Avenue. These improvements are included in the County's design for the NW 74 Street and are included in the bid documents for construction of the portion of the NW 74 Street project, from 87 Avenue to 107 Avenue. However, the City has communicated to the County its plans to widen NW 107 Avenue, between NW 58 Street and NW 74 Street from two (2) lane roadway to a four (4) lane divided roadway with turn lanes, sidewalk, curb and gutter, drainage, roadway lighting, pavement markings, and signage. These improvements to NW 107 Ave have become critical for both the City and the County in order to provide for the anticipated increase in traffic that will be generated by new developments along the NW 107 Avenue corridor. The City's improvements to NW 107 Avenue are being closely coordinated by the City in conjunction with Miami-Dade County, area residents, and private sector developers. The City of Doral is entering into an agreement with private developers along NW 107 Avenue, for dedication and construction of the roadway between NW 66 Street and NW 71 Street. This JPA will facilitate the construction of the entire corridor as one project on an expedited timeline. Additionally, constructing continuous roadway improvements along the corridor will achieve the desired result of causing the least disruption to the area's residents.

This JPA provides for the widening of 900 feet of NW 107 Avenue south of NW 74 Street from the existing two (2) lanes to four (4) lanes, transitioning to seven (7) lanes at the intersection. Should the City not be able to implement the improvements as stated in the JPA, the improvements would still be carried out by the County as part of the larger NW 74 Street widening project.

The City will implement a Public Involvement Plan (PIP) during the construction of the project to provide information to property owners, tenants, and area residents for major work to be performed in the area. The project is anticipated to be completed by the end of 2008.

Assistant County Manager

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

1 **EFFECTIVE DATE AND TERM**: This Agreement shall take effect upon its execution and shall terminate upon completion and close-out of the Project.

2 **RESPONSIBILITIES OF CITY**:

The City is responsible for the management and administration of the construction of the Project.

2.1 **Permits and Approvals**: The City shall obtain all necessary approvals, permits, and utility adjustments; and coordinate the review of construction documents by utilities and permitting agencies in accordance with applicable State, Federal and Local Laws and ordinances. The City shall make all necessary adjustments as required for approval and/or permitting by those agencies. The City shall not pay for permits required by the Miami-Dade County Public Works Department.

2.2 **Public Information**: The City will implement a Public Involvement Plan (PIP) during the 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 will be used to develop the goals and objectives to implement this plan. The City shall submit a copy

of the PIP to the County Public Works Director for review and concurrence prior to the NTP for construction.

2.3 **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 three years after completion of the Project. These records shall be made available to the County for inspection within five (5) working days upon written receipt of a written request from the County.

2.4 **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 which, in the City's discretion, affords the most competitive price for construction of the Project and which may include, but is not limited to, bid solicitation, request for proposals, the award of a change order on existing City contract(s), or the extension of unit-prices provided in connection with prior competitive bid awards. Notwithstanding any provision to the contrary, the City shall comply with all applicable County contract compliance and oversight measures relating to the expenditure of County funds, in accordance with Section 7 of this Agreement. Prior to the advertisement to solicit a licensed contractor to construct the Project, the City will contact the County's Public Works Contracts and Specifications Section to ensure this compliance.

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 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 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 Public Works Director. The County shall respond, in writing, within thirty (30) 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's determination of the most advantageous bid or proposal, the City shall provide said evaluation to the County Public Works Director for review and approval. Final commitment of County funds for the Project shall occur upon approval of the contract award recommendation by the County Public Works Director in accordance with Section 3.6 of this Agreement. The County agrees that the selection, retention and discharge of such contractor shall be the responsibility of the City.

2.5 **Claims and Change Orders**: The City shall notify the County Public Works 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.

2.6 **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 County's 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 Public Works Director, or their representative, shall have final authority subsequent to an independent final inspection by the County. The City's designated representative and the County's 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 and obligation of maintenance responsibility to the parties shall be subject to the final acceptance of the Project by the County Public Works Director or their designee.

3 **RESPONSIBILITIES OF COUNTY**:

3.1 **Design**: The County has completed at its sole expense, the construction plans, technical specifications, special provisions, pay items and cost estimates for the Project in accordance with standard County, as applicable, design criteria. Should the City need to make modifications to the

construction plans, the City's design consultant shall make such changes at the City's expense. The County's design consultant shall be made available to the City at the County's expense solely to review shop drawings and perform required post-design services.

3.2 **Right-of-Way**: The County shall acquire at its sole expense, any right-of-way that is required to complete the construction of the Project.

3.3 **Funding Amount, Reimbursement of Project Costs**: The County agrees to provide funds up to $1,094,458 (this amount includes 10% contingency) for eligible expenses, as defined herein, incurred by the City for the construction of the Project. The County shall disburse to the City funds for the Project in the manner set forth in this Section. The County shall incur no liability for any costs in excess of said funding amount unless there has been a duly authorized increase approved by the Board of County Commissioners.

3.4 **County Payments of Project Costs**: The County funds provided for eligible expenses as defined herein, incurred for the construction of the Project are specified below:

Funding Amount	Funding Source	County Fiscal Year of Commitment
$1,094,458	PTP(Construction)	2007-2008

3.5 **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 costs 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. Provided that there is no increase in the

amount of County funds required, such amendments may be executed by the City Manager and the County Mayor or his designee without the need for approval by the City and County Commissions. Otherwise, further funding commitments shall be subject to the approvals of the parties' respective governing boards.

3.6 **County Approvals**: Whenever County approval is required through its Department of Public Works and/or said Department Director, it will not unreasonably withhold or delay its approval. Failure of the County to respond, in writing, to the City's request for evaluation within thirty (30) days shall be automatically deemed an approval by County, without the necessity of future action by the County.

4 **ELIGIBLE EXPENSES**: The parties agree that only the below identified expenses that may be incurred by the City 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 construction of Project elements that are the standard items normally provided for by the County in County roadway construction 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 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.

5 **SCHEDULE AND MANNER OF REIMBURSEMENTS**: Upon execution, 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 Public Works Director. Quarterly disbursement of County funds to the City shall be based upon City invoices with certified copies of paid contractor estimates attached and shall not include any other charges. The quarterly submittal for invoice shall also include a certified copy of payment to Sub-Contracted firms.

6 **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.

7 **BUSINESS PROGRAM COMPLIANCE AND OVERSIGHT**: Whenever County funds are used, the City agrees to comply with applicable County regulations including but not limited to the Community Small Business Enterprise (CSBE) Program, Community Business Enterprise (CBE) Program, the Community

Workforce Program, and the Responsible Wages and Benefits Ordinance (Ordinance No. 90-143). Specifically, City agrees to abide by the goals for the participation of specified business entities and/or trades, and for Community Workforce employment, as approved by the Business Development Review Committee and administered by the County's Department of Business Development ("DBD"). The DBD shall have the right to oversee and ensure compliance with the goals established, including but not limited to, the right to audit and to require reports and documentation related to the Program goals.

8 **CITIZENS' INDEPENDENT TRANSPORTATION TRUST APPROVAL**: Unless waived by action of the County, this Agreement shall only become effective upon approval by the Board of County Commissioners and the Citizens' Independent Transportation Trust (CITT) or, if not approved by the CITT, by the Board of County Commissioners reaffirmance of the award by 2/3 vote of its membership, all pursuant to the applicable ordinance. In the event the Agreement is not approved, the Agreement shall be null and void and be of no force or effect.

9 **PEOPLE'S TRANSPORTATION PLAN PROJECT SIGNAGE**: The County shall furnish and install a Project sign in each direction of traffic indicating that this Project is being funded by the People's Transportation Plan, in coordination with the City, in proximity to the start/end of the Project limits. Should 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.

10 **INDEMNIFICATION**: To the extent authorized by Florida law, the City hereby agrees to indemnify, defend, save and hold harmless the County to the extent of all the limitations included with Section §768.28, Florida Statutes, from all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of or due to the breach of this Agreement by the City, its agents or employees. 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.

To the extent authorized by Florida law, the County hereby agrees to indemnify, defend, save and hold harmless the City to the extent of all the limitations included in Section §768.28, Florida Statutes, from all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of or due to the breach of this Agreement by the County, its agents or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the City 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, upon written request by the County, 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 pursues such claims, actions or causes of action through arbitration, administrative proceeding or lawsuit. The City agrees to cooperate fully with the County in the prosecution of any such claim or action. Any damage recovered by the County which is attributable to an expenditure by the City shall be returned to the City by the county, within sixty (60) days of receipt.

11 **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.

12 **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.

13 **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 the other.

14 **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) days after the finding by the court becomes final.

15 **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: Esther L. Calas, P.E.
Director, Public Works Department
Miami-Dade County
111 NW First Street, Suite 1640
Miami, Florida 33128
(305) 375-2960

To the City:

Attention: Sergio Purrinos
City Manager
City of Doral
8300 NW 53rd Street, Suite 100
Doral, FL 33166
(305) 593-6725

IN WITNESS WHEREOF, the parties hereto set their hands and official seals the day and year first above written.

ATTEST:

HARVEY RUVIN
CLERK OF THE BOARD

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

BY: _____
Deputy Clerk

BY: _____
County Mayor or His Designee

Approved by County Attorney
as to form and legal sufficiency _____
County Attorney

ATTEST:

City of Doral a Municipal
Corporation of the State of Florida

BY: Barbara Herrera
Barbara Herrera
City Clerk

BY: _____
Sergio Purrinos
City Manager

(Affix City Seal)

Approved by City Attorney
as to form and legal sufficiency _____
John Hearn
City Attorney

RESOLUTION NO. 2007- 40

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA AUTHORIZING THE CITY MANAGER TO ENTER INTO A JOINT PARTICIPATION AGREEMENT WITH MIAMI-DADE COUNTY FOR THE COMPLETION OF A PORTION OF THE WIDENING OF N.W. 107TH AVENUE BETWEEN THEORETICAL N.W. 71ST STREET AND N.W. 74TH STREET; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral has as one of its highest priorities the amelioration of traffic congestion in the City and thus, seeks to widen existing roads to better facilitate the passage of vehicular traffic; and

WHEREAS, during the May 9th, 2007 Council meeting, the City Manager was authorized by Council to negotiate a Joint Participation Agreement (JPA) with Miami-Dade County to complete a portion of the widening of N.W. 107th, Avenue from theoretical N.W. 71st Street to N.W. 74th Street which has been designed and permitted by the County; and

WHEREAS, Staff respectfully requests that Council authorize the City Manager to enter into a JPA with Miami-Dade County to allow the City to bid and construct the portion of N.W. 107th Avenue from theoretical N.W. 71st Street to N.W. 74th Street.

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

Section 1. The City Council of the City of Doral, Florida, hereby authorizes the City Manager to enter into a JPA with Miami-Dade County to allow the City to bid and construct the portion of N.W. 107th Avenue from theoretical N.W. 71st Street to N.W. 74th Street.

Section 2. This Resolution shall become effective upon its passage and adoption by the City Council.

WHEREAS, a motion to approve the Resolution was offered by Councilwoman Ruiz who moved its adoption. The motion was seconded by Vice Mayor Cabrera and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Peter Cabrera	Yes
Councilmember Michael DiPietro	Yes
Councilwoman Sandra Ruiz	Yes
Councilmember Robert Van Name	Yes

PASSED AND ADOPTED this 13th day of June, 2007.

JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE OF THE CITY OF DORAL:

JOHN J. HEARN, CITY ATTORNEY