

**RESOLUTION NO. 2026-**

**A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A JOINT PARTICIPATION AGREEMENT WITH MIAMI-DADE COUNTY FOR REPAIRS TO OLD CUTLER TRAIL MULTI-USE PATH WITHIN THE VILLAGE LIMITS FROM SW 88 ST TO SW 136 ST TO ENHANCE SAFETY, CONTINUITY, AND ACCESSIBILITY FOR PEDESTRIANS AND BICYCLISTS, FURTHER STRENGTHENING MULTIMODAL CONNECTIVITY ALONG THE OLD CUTLER TRAIL; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969", authorizes public agencies to enter into Agreements for mutual benefit and to provide facilities to service the needs of local communities; and

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF PINECREST, FLORIDA, AS FOLLOWS:

Section 1. That the Village Manager is hereby authorized to execute a joint participation agreement for repairs to Old Cutler Trail Multi-Use path within the Village limits from SW 88 St to SW 136 St to enhance safety, continuity, and accessibility for pedestrians and bicyclists, further strengthening multimodal connectivity along the Old Cutler Trail.

Section 2. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 14th day of April, 2026.

\_\_\_\_\_  
Joseph M. Corradino, Mayor

Attest:

\_\_\_\_\_  
Priscilla Torres, MMC  
Village Clerk

Approved as to Form and Legal Sufficiency:

\_\_\_\_\_  
Mitchell Bierman  
Village Attorney

**JOINT PARTICIPATION AGREEMENT  
BETWEEN MIAMI-DADE COUNTY AND THE VILLAGE OF PINECREST**

This AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the VILLAGE OF PINECREST, FLORIDA, a municipal corporation of the STATE OF FLORIDA, hereinafter referred to as the "Village", 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:

Repairs to Old Cutler Trail Multi-Use path within the Village limits from SW 88 St to SW 136 St to enhance safety, continuity, and accessibility for pedestrians and bicyclists, further strengthening multimodal connectivity along the Old Cutler Trail; and

WHEREAS, the County wishes to utilize the resources of the Village to 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 VILLAGE:**

**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 Village shall complete at its sole expense, 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 Village design criteria, in all circumstances to the satisfaction of the County Department of Transportation and Public Works (DTPW) Director. The Village consultants shall be made available to the County at the Village's cost solely to review shop drawings and perform required post-design services limited to Project design.

**1.4. Permits and Approvals:** The Village 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 Village shall make all necessary adjustments as required for approval and/or permitting by those agencies. The Village shall obtain all necessary permits, and utility adjustments for the Project in accordance with applicable state, federal and local laws and ordinances. The Village shall not pay for any permits required by the County DTPW.

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

**1.6. Public Information and Involvement:** The Village 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 Village 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 Village agrees that the Project elements funded by this Agreement shall recognize and adequately reference the County as a funding source. The Village 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 Village shall submit sample or mock-up of such publicity or materials to the County for review and approval. The Village 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 Village 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 Village 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 Village shall procure the services of a licensed contractor holding an engineering contractor's license to construct the Project. The Village may award the contract through any available lawful means, in accordance with Section 255.20, Florida Statutes, which in the Village discretion, affords the most competitive price for construction of the Project. Notwithstanding any provision to the contrary, the Village shall comply with all applicable County contract compliance and oversight measures relating to the expenditure of 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 County and Village 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 Village. The commitment for the expenditure of any

contingency funds shall not be made by the Village 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 Village to approve the commitment of contingency funds.

Subsequent to the evaluation of bids or proposals by the Village and the Village determination of the advantageous bid or proposal, the Village shall provide said evaluation to the County DTPW 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 DTPW Director. The County agrees that the selection, retention and discharge of such contractor shall be the responsibility of the Village.

**1.10. Claims and Change Orders:** The Village shall notify the County DTPW Director in writing when claims or change orders arise. The Village 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 Village.

**1.11. Construction Administration and Inspection:** The Village shall exercise all responsibilities of the owner under the construction contract, including construction administration and inspections. The Village 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 DTPW Director shall have final authority subsequent to an independent final inspection by the County. The Village representative and the County's designated representative shall jointly perform the inspection of the project which immediately precedes substantial completion. The Village shall certify upon completion that the project has been constructed pursuant to the design plans, specifications and approved change orders. Final payment to the Village and assumption of obligations of maintenance responsibilities shall be subject to the final acceptance of the project by the County DTPW Director.

**1.12. Coordination with Miami-Dade County Public Schools:** Due to potential safety, operational and bus transportation impacts, the Village 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 Village 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 Village attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Village or any owner, subsidiary or other firm affiliated with or related to the Village 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 Village submits a false affidavit or the Village violates the Act during the term of this agreement, even if the Village 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 Village 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 \$270,000 (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 \$270,000 for eligible costs, as defined herein, incurred by the Village for the construction of the Project. The County shall disburse to the Village funds for the Project in the manner set forth in Section 4. 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 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>
\$270,000	Mobility Impact Fee Zone E	2026-2027

**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 Village 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 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 Village 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 Village 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 Village shall submit the Estimated Quarterly Construction Payout Schedule for the Project to the County DTPW Director. Quarterly disbursement of County funds to the Village shall be based upon Village invoices with certified copies of paid contractor invoices attached and shall not include any other charges. The Village acknowledges that a delay in the County's processing of invoices may occur if subcontractor reporting required by County Code is not current. Final invoice shall be submitted 120 working days after contractor receives final acceptance from the Village. The County may elect to terminate this Agreement due to the Village failure to invoice and close the project and any funds left from the County's 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 Village, 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 Village 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 Village 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 Village expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Village 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 Village 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 Village to perform the work, the Village shall prosecute such claims of breach and/or non-performance and, upon written request by the County and in the County's sole discretion, 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 of non-performance unless the Village 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 Village 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 Village of Village funds (not otherwise reimbursed or funded by the County) and after deducting the County's attorney's fees and costs, shall be returned to the Village 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 **Month X, 202X** . If the Village 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 Village and granted in writing by the County prior to the expiration of this Agreement. Moreover, if the Village fails to issue a Notice to Proceed (NTP) for the construction of the Project by **Month X, 202X** (NTP Deadline), the County shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Village 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 Village fail to meet any of the requirements of this Agreement. If the County elects to terminate the Agreement, the funds provided in Section 2.1 for this Project 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 Village or County elects 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 Village:**

Attention: Village of Pinecrest  
Yocelyn Galiano, ICMA-CM, Village Manager  
12645 Pinecrest Parkway  
Pinecrest, FL 33156

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.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

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

ATTEST:  
  
JUAN FERNANDEZ-BARQUIN  
CLERK OF THE COURT, AND  
COMPTROLLER

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

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
County Mayor of County Mayor's Designee

Approved by County Attorney  
as to form and legal sufficiency

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

ATTEST:

VILLAGE OF PINECREST, a municipal  
corporation of the State of Florida

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
Village Clerk Village Manager

(Affix Village Seal)

Approved by Village Attorney  
as to form and legal sufficiency \_\_\_\_\_  
Village Attorney