

**FIRST AMENDMENT TO JOINT PARTICIPATION AGREEMENT FOR  
CARIBBEAN BOULEVARD FROM CORAL SEA ROAD TO SW 87 AVENUE BETWEEN  
MIAMI-DADE COUNTY AND THE TOWN OF CUTLER BAY**

This First Amendment to the Joint Participation Agreement is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the Town of Cutler Bay, a Florida municipal corporation (the "Town") and Miami-Dade County, a political subdivision of the State of Florida (the "County").

**WITNESSETH**

WHEREAS, pursuant to Resolution No. R-353-09, approved by the Board of County Commissioners of Miami-Dade County, Florida, on April 7, 2009, the parties hereto entered into a Joint Participation Agreement ("JPA") to facilitate the design and construction of roadway improvements along Caribbean Boulevard from Coral Sea Road to SW 87 Avenue, as more particularly described in the JPA (the "Project"); and

WHEREAS, the Town has requested to extend the current Project limits to include the portion of Caribbean Boulevard from Canal C-100 to Coral Sea Road; and

WHEREAS, based on the bids received by the Town for Caribbean Boulevard from Coral Sea Road to SW 87 Avenue, there will be a surplus of funds from the JPA; and

WHEREAS, the Town has requested to use these surplus funds for the design and construction of Caribbean Boulevard from Canal C-100 to Coral Sea Road; and

WHEREAS, the Town agrees to fund any remaining deficit for the Project; and

NOW, THEREFORE, in consideration of the mutual desires of the parties hereto, the following modifications are made to the aforementioned JPA:

“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 design and construction of a roadway improvement project along Caribbean Boulevard from Coral Sea Road Canal C-100 to SW 87 Avenue, which includes the reconstruction of the existing two (2) lanes, with continuous storm drainage, curb and gutter, enhanced lighting, traffic signalization, landscaping, sidewalks, pedestrian crosswalks, bike lanes, bus pullout bays, and intersections improvements; and

**“3. ELIGIBLE COSTS:** The parties agree that only the below identified costs that may be incurred by the Town that are directly related to the Project are eligible for reimbursement, provided adequate documentation accompanies the reimbursement request in the form of approved invoices, verified payment requests, documented journal entries, and/or check vouchers. For purposes of this Agreement, eligible costs are further defined as those pertaining to the design and construction of Project elements that are the standard items normally provided for by the County in the 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 liable to provide reimbursement for the design, construction or maintenance of such items that do not conform to this section of the Agreement. If the enhancements to

standard items are constructed in this Project, the Town 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. The Town shall be solely responsible for the maintenance of the items listed below upon construction completion of the Project:

- Benches
- Trash Receptacles
- Bus Shelters
- Rock Wall Entrance Signs
- Enhanced Landscaping
- Colored Concrete Sidewalks
- Colored Concrete Crosswalks”

In all other respects, except as herein amended, the original JPA shall remain unchanged and in full force and effect.

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  
Designee

BY: \_\_\_\_\_  
County Mayor or County Mayor’s

Approved by County Attorney  
As to form and legal sufficiency \_\_\_\_\_  
County Attorney

ATTEST:

TOWN OF CUTLER BAY, a municipal Corporation of the State of Florida

BY: \_\_\_\_\_  
Debra E. Eastman, MMC  
Town Clerk

BY: \_\_\_\_\_  
Rafael G. Casals  
Town Manager

(Affix Town Seal)

Town Resolution Number \_\_\_\_\_

Approved by Town Attorney  
As to form and legal sufficiency \_\_\_\_\_  
Mitchell A. Bierman  
Weiss Serota Helfman  
Pastoriza Cole & Boniske,  
P.L.  
Town Attorney