

MEMORANDUM

Agenda Item No. 11(A)(13)

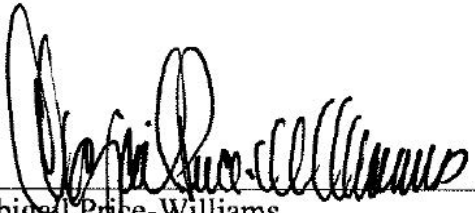
TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: August 31, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving an Interlocal Agreement between the City of Miami Gardens and Miami-Dade County to provide funding in an amount not to exceed \$200,000.00 to facilitate the construction of a roadway improvement project along NW 208th Terrace from NW 27th Avenue to NW 25th Avenue to facilitate a secondary public roadway access for the Lake Lucerne community; authorizing the County Mayor to execute the Interlocal Agreement and to exercise all provisions contained therein; and further authorizing the use of Charter County Transportation Surtax Funds for this project which is eligible under the neighborhood improvements category of the original Exhibit 1 of the People's Transportation Plan, all of which are subject to satisfaction of condition precedent

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Barbara J. Jordan.



Abigail Price-Williams
County Attorney

APW/uw



MEMORANDUM

(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: August 31, 2020

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 11(A)(13)

Please note any items checked.

- ☐ "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
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(13)
8-31-20

RESOLUTION NO. _____

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MIAMI GARDENS AND MIAMI-DADE COUNTY TO PROVIDE FUNDING IN AN AMOUNT NOT TO EXCEED \$200,000.00 TO FACILITATE THE CONSTRUCTION OF A ROADWAY IMPROVEMENT PROJECT ALONG NW 208TH TERRACE FROM NW 27TH AVENUE TO NW 25TH AVENUE TO FACILITATE A SECONDARY PUBLIC ROADWAY ACCESS FOR THE LAKE LUCERNE COMMUNITY; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE THE INTERLOCAL AGREEMENT AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN; AND FURTHER AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS FOR THIS PROJECT WHICH IS ELIGIBLE UNDER THE NEIGHBORHOOD IMPROVEMENTS CATEGORY OF THE ORIGINAL EXHIBIT 1 OF THE PEOPLE'S TRANSPORTATION PLAN, ALL OF WHICH ARE SUBJECT TO SATISFACTION OF CONDITION PRECEDENT

WHEREAS, Lake Lucerne is a neighborhood within the City of Miami Gardens, Florida, and County Commission District 1; and

WHEREAS, the Lake Lucerne community has limited access given that it is bounded on the east, west, and south by the Snake Creek Canal C-9 and on the north by the Calder Casino; and

WHEREAS, the Lake Lucerne community currently only has one entrance and exit through the intersection of NW 27th Avenue and NW 207th Street; and

WHEREAS, the limited access to the Lake Lucerne community not only creates traffic congestion, but also presents life safety concerns regarding fire rescue accessibility; and

WHEREAS, Calder Race Course Inc. (“Calder”), currently owns certain property, Miami-Dade Property Appraiser Folio No. 34-1134-014-0010, abutting NW 208th Terrace extending from approximately NW 25th Avenue to the Snake Creek Canal C-9 which is owned by the South Florida Water Management District, and connecting to NW 27th Avenue; and

WHEREAS, it is anticipated that Calder will dedicate as City of Miami Gardens owned public right-of-way that portion of NW 208th Terrace from NW 25th Avenue to the canal and connection to NW 27th Avenue; and

WHEREAS, upon said dedication, the City of Miami Gardens intends to enter into the necessary contracts for the design and construction of NW 208th Terrace from NW 25th Avenue to NW 27th Avenue to facilitate a secondary public roadway access for the Lake Lucerne community; and

WHEREAS, it is anticipated that this project will be funded through a combination of private and public funds; and

WHEREAS, the County’s contribution towards this project will be funded by the District 1 Neighborhood Improvements People’s Transportation Plan surtax funds; and

WHEREAS, the County’s funding contribution will help facilitate the construction of this project; and

WHEREAS, completing this project is in the best interest of the public health and welfare of the County,

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

Section 1. Approves the foregoing recitals, which are incorporated herein by reference.

Section 2. Subject to the dedication of NW 208th Terrace from NW 27th Avenue to NW 25th Avenue as City of Miami Gardens owned and maintained public right-of-way (the “condition precedent”), approves the Interlocal Agreement between the City of Miami Gardens and Miami-Dade County, in substantially the form attached hereto and made a part hereof, to provide funding in an amount not to exceed \$200,000.00 to facilitate the construction of a roadway improvement project along NW 208th Terrace from NW 27th Avenue to NW 25th Avenue to facilitate a secondary public roadway access for the Lake Lucerne community.

Section 3. Directs the County Mayor or the County Mayor’s designee to, subject to the condition precedent, execute the Interlocal Agreement, exercise all provisions contained therein, and take all actions necessary to effectuate same, including but not limited to confirmation that the condition precedent has occurred.

Section 4. Subject to the condition precedent, authorizes the use of Charter County Transportation Surtax Funds for this project which is eligible under the Neighborhood Improvements category of the original Exhibit 1 of the People’s Transportation Plan.

The Prime Sponsor of the foregoing resolution is Commissioner Barbara J. Jordan. It was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman	
Rebeca Sosa, Vice Chairwoman	
Esteban L. Bovo, Jr.	Daniella Levine Cava
Jose “Pepe” Diaz	Sally A. Heyman
Eileen Higgins	Barbara J. Jordan
Joe A. Martinez	Jean Monestime
Dennis C. Moss	Sen. Javier D. Souto
Xavier L. Suarez	

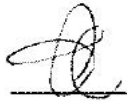
The Chairperson thereupon declared this resolution duly passed and adopted this 31st day of August, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Annery Pulgar Alfonso

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MIAMI GARDENS
AND MIAMI-DADE COUNTY**

This AGREEMENT made and entered into this 31st day of July, 2020 by and between the CITY OF MIAMI GARDENS, FLORIDA, 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". City and County collectively referred to herein as "Parties."

WITNESSETH

WHEREAS, both parties herein wish to facilitate a roadway improvement project in Miami-Dade County, hereinafter referred to as the "Project" described as follows:

Construction of NW 208th Terrace from NW 27th Avenue to NW 25th Avenue to facilitate a secondary public roadway access for the Lake Lucerne community; and

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

WHEREAS, the effectiveness of this Agreement is contingent upon NW 208th Terrace from NW 27th Avenue to NW 25th Avenue being dedicated as public right-of-way and the City becoming the owner, and taking on maintenance and operating responsibilities, of said segment of public right-of-way,

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

1. **RECITALS:** The recitals are true and correct and are incorporated herein by this

reference to form a part of this Agreement.

2. **EFFECTIVE DATE:** This Agreement shall become effective on the later of the following two dates: (1) the date upon which the resolution adopted by the Board of County Commissioners approving this Agreement becomes effective, or (2) the date upon which NW 208th Terrace from NW 27th Avenue to NW 25th Avenue is dedicated as public right-of-way and the City becomes the owner, and takes on maintenance and operating responsibilities, of said segment of public right-of-way.

3. **FUNDING AMOUNT, REIMBURSEMENT OF PROJECT COSTS, ELIGIBLE COSTS:**

3.a.1. The Project's construction is currently estimated to cost \$458,200.00 (this amount includes a \$10,000 contingency). The County agrees that, on a reimbursement basis in accordance with the terms of this Agreement, it shall provide funding in the amount not to exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) for the construction of the Project. The County shall incur no liability for any costs in excess of the funding amount provided for herein unless there has been a duly authorized increase which is expressly approved by duly adopted Resolution of the Board of County Commission.

3.a.2. The City must utilize these funds for payment towards the costs of construction of the Project. The City shall provide the County its request for the County to reimburse the City for eligible Project costs in accordance with the terms of this Agreement. The reimbursement request shall provide adequate documentation in the form of approved invoices, verified payment requests, documented journal entries, and/or check vouchers.

3.a.3. 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 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 construction of such items that do not conform to this Agreement. If enhancements to standard items are constructed in this Project, the City shall be solely responsible for the costs associated with those elements. The Parties further agree that eligible costs will not include fees for construction management, construction inspections, and project management, or similar costs or expenses.

3.a.4. In the event that a contract for the construction of the Project has not been executed by January 1, 2021, then this Agreement shall terminate and the County shall not be obligated to disburse any funds to the City.

4. RESPONSIBILITIES OF CITY:

a. Design: The City will secure at its sole expense a qualified firm to provide engineering design and consulting services to develop the construction plans, technical specifications, special provisions, pay items and cost estimates for the Project in accordance with standard Florida Department of Transportation, County, and City, as applicable, design criteria, to the satisfaction of the Director of the County Department of Transportation and Public Works or its successor department (hereinafter "DTPW").

b. Permits and Approvals: The City shall obtain all necessary permits and utility

adjustments for the Project in accordance with applicable federal, state, and local laws, ordinances, and regulations. The City shall coordinate the review of construction documents by utilities and permitting agencies. The City shall make all necessary adjustments as required for approval and/or permitting by those agencies.

- c. **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 construction through any available lawful means, in accordance with section 255.20, Florida Statutes, 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 6 of this Agreement, and include such requirements in all solicitations. Prior to the advertisement to solicit a licensed contractor to construct the Project, the City shall forward to the County DTPW Capital Improvements Division all necessary documentation to review for the application of Small Business Enterprise (SBE) measures, Wage and Workforce requirements. In turn DTPW, will obtain concurrence from SBD.

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 in writing 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 DTPW Director. The County shall respond, in writing, within thirty (30) business 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 DTPW Director for review and approval. SBD shall also be required to conduct a Pre-award Compliance review to determine the bidders' compliance with the SBE measures prior to the City awarding the contract. 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 City.

- d. **Claims and Change Orders:** The City shall notify the County DTPW 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. 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 City. SBD shall also be notified of any change orders to evaluate the applicability of SBE measures.

- e. **Accounting:** The City shall at all times maintain a separate accounting for the costs of the Project so those costs may be independently verified 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 (3) years after completion of the Project. Those records shall be made available to the County for inspection within five (5) business days upon receipt of a written request from the County.
- f. **Publicity:** By the acceptance of these funds, the City agrees to recognize and adequately reference the County as a funding source. The City shall ensure that all publicity, public relations, advertisements and signs recognizes and references 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 official County logo is permissible for the publicity purposes stated herein. The City shall submit sample or mock-up of such publicity or materials to the County for review and approval. The City shall ensure that all media representatives, when inquiring about the activities funded by this Agreement, are informed that the County provided a funding source for the Project.
- g. **Public Information and Involvement:** Projects that exceed \$1,000,000.00 in construction costs shall comply with the process and guidelines for the preparation and implementation of a Public Involvement Plan (PIP) as established by Miami-Dade

County Implementing Order 10-13. As may be applicable, the City shall implement a 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 shall be used to develop the goals and objectives to implement the PIP. If applicable, the City shall submit a copy of the PIP to the Director of DTPW for review and concurrence prior to its implementation.

- h. **Maintenance:** The City shall be solely responsible for maintenance of the Project upon completion of construction. This Agreement does not transfer any maintenance or liability pertaining to the Project and roads in question. The Project consists of City owned and maintained rights-of-way.
- i. **Nondiscrimination:** During the performance of this Agreement, the City 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, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, 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 City attests that it is not in violation of the

Americans with Disabilities Act of 1990 (and related Acts) or Miami- Dade County Resolution No. R-385-95. If the City or any owner, subsidiary or other firm affiliated with or related to the City is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Agreement void. This Agreement shall be void if the City submits a false affidavit pursuant to this Resolution or the City violates the Act or the Resolution during the term of this Agreement, even if the City was not in violation at the time it submitted its affidavit. The provisions of this section shall be included in any agreement between the City and any consultant and/or contractor performing work on this Project.

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 and regulations relating to the Project. The Parties shall not unlawfully discriminate in the performance of their respective duties under this Agreement

6. **SMALL BUSINESS, WAGE, AND WORKFORCE PROGRAMS COMPLIANCE AND OVERSIGHT:** Whenever County funds are used, the City agrees to comply with applicable County regulations, including but not limited to, the Small Business Enterprise (SBE) Goods Program, the SBE Services Program, the SBE Architecture and Engineering Program, the SBE Construction Services Program, the Community Workforce Program (CWP), the Resident First Training and Employment Program (RFTE), and the Responsible Wages and Benefits Ordinance, Section 2-11.16 of the County Code. The program provisions are available at: <https://www.miamidade.gov/smallbusiness/business-development-legislation.asp>.

Specifically, the City agrees to abide by the applicable contract measure recommendation(s) established by the County's SBD Division Project Worksheet for the participation of specified business entities and/or trades and for Wage and Workforce requirements, as administered by SBD. The County's web-based Business Management Workforce System (BMWS) shall be utilized to comply with SBE, wage, and workforce programs and Subcontractor reporting requirements (<http://mdcsbd.gob2g.com>). SBD shall have the right to oversee and perform compliance monitoring, including but not limited to, the right to audit and to require reports and documentation related to the Miami-Dade County Code and Implementing Orders. Failure to comply with the requirements of the executed Agreement by the City, the County will withhold payment in the amount equivalent to the fines which will be assessed against a private contractor.

7. **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 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.
8. **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.

9. 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.

10. 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. The City Manager shall act for City hereunder.

11. 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.

12. 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) business days after the finding by the court becomes final.

13. 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: Department of Transportation and Public Works
c/o Director
Miami-Dade County
701 NW 1 Court, Suite 1700
Miami, Florida 33136
(786) 469-5406

To the City:

Attention: Office of the City Manager
c/o City Manager
City of Miami Gardens
18605 NW 27th Avenue
Miami Gardens, FL 33056

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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 County Mayor's Designee

Approved by County Attorney
as to form and legal sufficiency:

Annery Pulgar Alfonso
Assistant County Attorney

ATTEST:

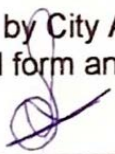
CITY OF MIAMI GARDENS, a municipal
corporation of the State of Florida

BY:  _____
City Clerk

BY:  _____
City Manager

(Affix City Seal)

Approved by City Attorney
as to legal form and correctness:



City Attorney

RESOLUTION NO. 20-025

RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST (CITT) RECOMMENDING THE BOARD OF COUNTY COMMISSIONERS (BCC), APPROVE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MIAMI GARDENS AND MIAMI-DADE COUNTY TO PROVIDE FUNDING IN AN AMOUNT NOT TO EXCEED \$200,000.00 TO FACILITATE THE CONSTRUCTION OF A ROADWAY IMPROVEMENT PROJECT ALONG NW 208TH TERRACE FROM NW 27TH AVENUE TO NW 25TH AVENUE TO FACILITATE A SECONDARY PUBLIC ROADWAY ACCESS FOR THE LAKE LUCERNE COMMUNITY; AUTHORIZE THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE THE INTERLOCAL AGREEMENT AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN; AND FURTHER AUTHORIZE THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS FOR THIS PROJECT WHICH IS ELIGIBLE UNDER THE NEIGHBORHOOD IMPROVEMENTS CATEGORY OF THE ORIGINAL EXHIBIT 1 OF THE PEOPLE'S TRANSPORTATION PLAN, ALL OF WHICH ARE SUBJECT TO SATISFACTION OF CONDITION PRECEDENT

WHEREAS, the CITT desires to accomplish the purposes outlined in the accompanying OCITT Executive Director's memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE CITT, that this Trust recommends the Board of County Commissioners (BCC), approve an Interlocal Agreement between the City of Miami Gardens and Miami-Dade County to provide funding in an amount not to exceed \$200,000.00 to facilitate the construction of a Roadway Improvement Project along NW 208th Terrace, from NW 27th Avenue to NW 25th Avenue, to facilitate a secondary public roadway access for the Lake Lucerne Community; authorize the County Mayor or the County Mayor's Designee to execute the Interlocal Agreement and to exercise all provisions contained therein; and further authorize the use of Charter County Transportation Surtax Funds for this project

which is eligible under the Neighborhood Improvements category of the Original Exhibit 1 of the People's Transportation Plan, all of which are subject to satisfaction of condition precedent, as outlined in the corresponding document in substantially the form attached hereto and made a part hereof.


The foregoing resolution was offered by Marilyn Smith, who moved its adoption. The motion was seconded by Miles E. Moss, P.E. and upon being put to vote, the vote was as follows:

Joseph Curbelo, Chairperson – Aye
Alfred J. Holzman, 1st Vice Chairperson – Aye
Oscar J. Braynon, 2nd Vice Chairperson – Aye

Glenn J. Downing, CFP® – Aye
Joe Jimenez – Absent
Hon. Anna E. Lightfoot-Ward, Ph.D. – Absent
Miles E. Moss, P.E. – Aye
Marilyn Smith – Aye
Robert Wolfarth – Aye

Ashley V. Gantt, Esq. – Aye
Prakash Kumar – Aye
Jonathan Martinez – Aye
Paul J. Schwiep, Esq. – Absent
L. Elijah Stiers, Esq. – Aye

The Chairman thereupon declared the resolution duly passed and adopted this 16th day of July 2020.

Approved by the County Attorney as
to form and legal sufficiency 

By: 
Executive Director