

MEMORANDUM

Agenda Item No. 8(L)(4)

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

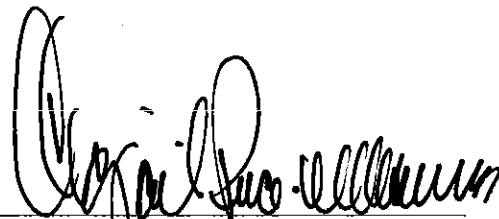
DATE: October 3, 2019

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving
Supplemental Interlocal
Agreement between Miami-Dade
County and the Miami-Dade
Expressway Authority (MDX),
its successors or assigns, for the
County to provide Miami-Dade
Expressway Authority, its
successors or assigns, with up to
\$5,000,000.00 for the design and
construction of the NW 107
Avenue Canal connecting NW
138 Street Canal to NW 170
Street Canal; and authorizing the
County Mayor to execute the
agreement and exercise the
provisions contained therein

Resolution No. R-1063-19

The accompanying resolution was prepared by the Regulatory and Economic Resources Department and placed on the agenda at the request of Prime Sponsor Commissioner Jose "Pepe" Diaz.



Abigail Price-Williams
County Attorney

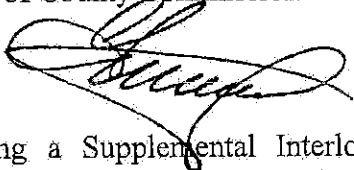
APW/uw

Memorandum



Date: October 3, 2019

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

From: Carlos A. Gimenez
County Mayor 

Subject: Resolution Approving a Supplemental Interlocal Agreement with the Miami-Dade Expressway Authority for the County to provide funds for the Miami-Dade Expressway Authority to design and construct the NW 107 Avenue Canal and authorizing the execution of the Supplemental Interlocal Agreement

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution approving a Supplemental Interlocal Agreement between Miami-Dade County (County) and the Miami-Dade Expressway Authority (MDX) and authorizing the execution of the Supplemental Interlocal Agreement (Attachment 1 to the resolution). The Supplemental Interlocal Agreement will supplement the amended agreement to allow the County to provide MDX, its successors or assigns, with funding of \$5 million for the design and construction of the NW 107 Avenue Canal.

Scope

The NW 107 Avenue Canal is to be constructed in Commission District 12, which is represented by Commissioner Jose "Pepe" Diaz.

Fiscal Impact/Funding Source

The County will provide up to \$5 million to MDX, its successors or assigns, from Stormwater Utility funds for the construction of the NW 107 Avenue Canal. After construction, the NW 107 Avenue Canal will be the property of the County.

Track Record/Monitor

The Chief of Water Management in the Division of Environmental Resources Management, Department of Regulatory and Economic Resources (RER-DERM), Marina Blanco-Pape, P.E., will monitor the Supplemental Agreement.

Background

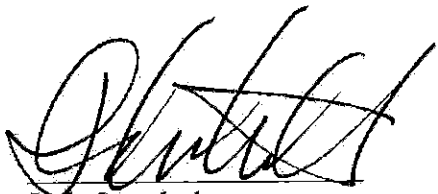
On December 20, 2016, under Resolution No. R-1246-16, the Board approved an Interlocal Agreement among Miami-Dade County, MDX, the City of Hialeah, and the City of Hialeah Gardens for the County to pay MDX up to \$14 million for the design and construction of road improvements along NW 107 Avenue from NW 138 Street to NW 170 Street. On December 18, 2018, under Resolution No. R-1311-18, the Board approved an Amended Interlocal Agreement among the same parties to modify the funding arrangements and to authorize the County to accept land donations towards the road construction project. Under the Amended Interlocal Agreement, the parties agreed that construction of NW 107 Avenue between NW 138 Street and NW 170 Street would be the first phase constructed.

Miami-Dade County's Water Control Master Plan includes the NW 107 Avenue Canal as part of the secondary canal system, in order to connect the NW 138 Street Canal (Graham Dairy Canal) with the NW 170 Street Canal (Golden Glades Canal). To save public funds and to construct the NW 107 Avenue Canal in the most expeditious and cost-effective manner possible, the County, MDX, its successors or assigns, seek to include the design and construction of the NW 107 Avenue Canal with the first phase of the NW 107 Avenue road project construction. This may provide further benefits such as the use of excavated canal material for the construction of the NW 107 Avenue road project.

Under the terms of the attached Supplemental Interlocal Agreement, MDX, its successors or assigns, will design, contract, and construct the NW 107 Avenue Canal. Once completed, MDX, its successors or assigns, will deliver the NW 107 Avenue Canal to the County to own, operate, and maintain.

The County will disburse the funds to MDX, its successors or assigns, in two equal draws of \$2.5 million. The first disbursement of funds will be prior to the beginning of construction, while the second disbursement will occur when MDX, its successors or assigns, has expended 75 percent of the initial draw.

The attached Supplemental Interlocal Agreement will allow the expeditious and cost-effective combining of construction phases of the NW 107 Avenue road/canal project and is recommended for Approval.



Jack Osterholt
Deputy Mayor



MEMORANDUM
(Revised)

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

DATE: October 3, 2019

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(L)(4)

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. 8(L)(4)
10-3-19

RESOLUTION NO. R-1063-19

RESOLUTION APPROVING SUPPLEMENTAL INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE MIAMI-DADE EXPRESSWAY AUTHORITY (MDX), ITS SUCCESSORS OR ASSIGNS, FOR THE COUNTY TO PROVIDE MIAMI-DADE EXPRESSWAY AUTHORITY, ITS SUCCESSORS OR ASSIGNS, WITH UP TO \$5,000,000.00 FOR THE DESIGN AND CONSTRUCTION OF THE NW 107 AVENUE CANAL CONNECTING NW 138 STREET CANAL TO NW 170 STREET CANAL; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND EXERCISE THE PROVISIONS CONTAINED THEREIN

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

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

Section 1. This Board incorporates the foregoing recitals as though fully set forth herein.

Section 2. This Board approves the Supplemental Interlocal Agreement in substantially the form attached hereto as Attachment 1 and made part hereof, and authorizes the County Mayor or County Mayor's designee to execute same on behalf of Miami-Dade County, and to exercise the provisions contained therein.

The foregoing resolution was offered by Commissioner **Esteban L. Bovo, Jr.**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

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

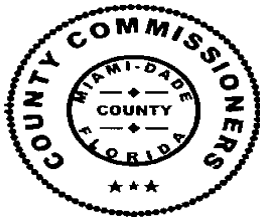
The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of October, 2019. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override 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

Linda L. Cave

By: _____
 Deputy Clerk



Approved by County Attorney as
 to form and legal sufficiency.

A handwritten signature in black ink, appearing to read "Debra Herman", is written over a horizontal line.

Debra Herman
 Abbie Schwaderer-Raurell

ATTACHMENT 1

SUPPLEMENTAL INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND MIAMI-DADE EXPRESSWAY AUTHORITY FOR NW 107th AVENUE BETWEEN NW 138th STREET AND NW 170th STREET

This Supplemental Interlocal Agreement (“Supplemental Interlocal Agreement”) is made and entered into on this ___ day of _____ 2019 (“Effective Date”), between Miami-Dade County (the “County”), a political subdivision of the State of Florida, and Miami-Dade County Expressway Authority d/b/a/ the Miami-Dade Expressway Authority (“MDX”), a body politic and corporate, a public instrumentality and an agency of the State of Florida. The parties are hereafter collectively referred to as “the Parties.”

RECITALS

WHEREAS, in April 2017, the Parties entered into an Interlocal Agreement (“Interlocal Agreement”) providing for certain rights and responsibilities with respect to the construction of NW 107th Avenue between NW 138th Street and NW 170th Street (“107th Avenue Phase”) in connection with and as part of MDX Project 92404 (“MDX Project”); and

WHEREAS, pursuant to the Interlocal Agreement, MDX agreed to extend the MDX Project to include the construction of the 107th Avenue Phase on behalf of the County provided that: (i) MDX’s resources would not be used to acquire the necessary right-of-way, including any necessary subordination of utilities for the MDX Project; (ii) County funding would be in place for the 107th Avenue Phase (“County Funding”); and (iii) all right-of-way had been acquired for the 107th Avenue Phase; and

WHEREAS, in January 2019, the Parties amended the Interlocal Agreement, to phase the construction so that the 107th Avenue Phase is the first phase constructed (“107th Avenue First Phase”); and

WHEREAS, the County through its Department of Regulatory and Economic Resources, Division of Environmental Resources Management (the County), intends to construct a secondary canal along NW 107th Avenue, connecting to the secondary canals located at NW 138th Street (Graham Dairy Canal) and at NW 170th Street (Golden Glades Canal), respectively (the “Canal Project”); and

WHEREAS, in an effort to save public funds, and to construct the Canal Project in the most expeditious and cost-effective manner possible, the County and MDX seek to include the design and construction of the Canal Project with the 107th Avenue First Phase; and

WHEREAS, in an effort to reduce costs, it may be possible to further benefit by using excavated material from the Canal Project for the construction of the 107th Avenue First Phase; and

WHEREAS, the County through Department of Regulatory and Economic Resources, Division of Environmental Resources Management (RER-DERM), shall be responsible for funding all Eligible Costs of the Canal Project as outlined herein, including the design and construction; and

WHEREAS, a number of culverts shall be constructed as part of the 107th Avenue First Phase construction with locations to be determined by the County and cost to be included in the 107th Avenue First Phase project; and

WHEREAS, a RER-DERM Class III permit is required for work in, on, upon or contiguous to non-tidal lakes, canals, rivers and other water areas and waterfronts under the direct control of the County by virtue of ownership, dedication by plat, right-of-way easement, reservation, or access agreement; and

WHEREAS, MDX will apply for, obtain and comply with all conditions of a RER-DERM Class III permit for the work associated with the construction of the Canal Project; and

WHEREAS, the County will own, operate, and maintain the Canal Project upon final acceptance; and

WHEREAS, MDX will contract and deliver to the County the Canal Project pursuant to the terms and conditions of this Supplemental Interlocal Agreement; and

WHEREAS, to accomplish the foregoing, the Parties desire to enter into this Supplemental Interlocal Agreement,

NOW, THEREFORE, the County and MDX, in consideration of the promises and covenants contained herein, and for other good and valuable consideration, receipt of which is acknowledged, agree as follows:

1. Incorporation of Recitals and Initial Interlocal.

The above recitals are incorporated as though fully set forth herein.

2. Canal Project Construction Activity.

a. MDX shall be responsible for the preparation of signed and sealed design plans and specifications for the construction of the Canal Project and for obtaining all permits with all County departments or other Federal, State and local agencies as required. All required permit and plan review fees will be paid directly by MDX and reimbursed by the County as part of the Canal Project cost, and said fees (if applicable) shall be included as part of this Agreement.

b. MDX shall remain liable and responsible for any act or occurrence arising from any negligent or wrongful act or omission of MDX, its consultants, contractors, agents, or any other person or entity acting on its behalf, with respect to the design and construction of the Canal Project.

c. The County shall prepare and submit to MDX a proposed scope of work for the Canal Project. The scope of work for the Canal Project shall include the design criteria for the canal cross-section, canal alignment, and maximum canal stages. Design criteria shall also be provided by the County for the design of the culverts to be constructed as part of the road construction, the 107th Avenue First Phase. MDX agrees to submit to the County Design Plans for the Canal Project. The Water Management Division of the County RER-DERM will be responsible for reviewing and providing technical approval of the design. The County shall submit its comments, if any, to MDX. The review process will be deemed concluded when MDX has submitted the Final (signed and sealed) Project Design Plans to the County, and has addressed all of the County's comments to the County's reasonable satisfaction regarding the same. In the event of disapproval of the plans by the Water Management Division of the County RER-DERM, MDX shall make the changes to the plans necessary to meet the County's stated grounds for disapproval, and shall resubmit such revised plans to the County until final approval is received from the County. MDX acknowledges that any approval given by the Water Management Division of the County RER-DERM shall not constitute an opinion that the plans are adequate or in compliance with any law, ordinance code, or other applicable regulation. MDX shall not rely upon the

approval by the Water Management Division of the County RER-DERM for any such purpose, and the County RER-DERM approval shall impose no liability upon the County. The County expressly disclaims all other representations and warranties in connection with the plans, including but not limited to the integrity, suitability or fitness for the intended purpose, or whether the improvements are properly constructed in accordance with such plans.

d. Once the review process is concluded, MDX shall provide written notice to the County of its intent to commence construction within the Canal Project area in accordance with the Final signed and sealed Design Plans, and shall apply for and obtain all County permits as well as any other Federal, State and local permits from the agencies having jurisdiction and as required by applicable laws in connection with such construction. No construction shall commence in the Canal Project area prior to the issuance of all applicable permits. Any modifications to the Final Design Plans in the Canal Project area after approval by the Water Management Division of the County RER-DERM, shall be provided to the County for its review and approval before any such revisions are implemented.

e. During the construction phase of the Canal Project, and at all times before Final Acceptance by the County, MDX shall be responsible for keeping the area of construction of the Canal Project in an appropriate and safe state of repair. MDX shall be solely responsible for the personal safety of its employees, or any other person entering the Canal Project area, in connection with the Canal Project, as well as for any equipment or materials installed or brought into such areas.

f. Upon completion of the Canal Project, MDX shall submit to the County signed and sealed final as-built plans for the Canal Project, and an engineering certification that construction of the Canal Project was completed in accordance with all the required permits.

g. At the completion of construction, MDX shall vacate those portions of the Canal Project area, and shall remove all property, machinery, and equipment from said area. MDX shall restore all disrupted areas to the same or better condition than existed immediately prior to the commencement of construction of the Canal Project. Thereafter, the County shall commence an inspection of the Canal Project area and shall advise MDX of any concerns or issues, which shall be incorporated into a final "punch list" to be corrected by MDX. After correction by MDX and subsequent inspection and approval by the Water Management

Division of the County RER-DERM, and acceptance of all the work by the County and all other agencies having jurisdiction, the County shall forward to MDX a written notice (the "Final Acceptance") that it has accepted the Canal Project.

3. Schedule and Manner of Payments.

The County agrees to provide funds up to \$5 Million (this amount includes ten percent contingency) for eligible costs, as defined herein, incurred by MDX for the Canal Project. MDX shall submit to the County a request for the issuance of a first disbursement of funds no earlier than 180 calendar days from the scheduled advertisement date for the Canal Project. The disbursement of funds shall be divided into two separate draws, each in the amount of \$2.5 Million. Within forty-five (45) calendar days from the request for disbursement by MDX, the County shall, pursuant to this agreement, advance the initial draw of \$2.5 Million to MDX. The subsequent draw shall be provided at the point at which MDX has expended 75% of the initial draw on Eligible Costs for the Canal Project. When 75% of the initial draw has been expended on such Eligible Costs, MDX shall provide the County with written notice requesting the final draw of \$2.5 Million together with certified copies of invoices and payments, including but not limited to certified copies of paid contractor and subcontractor invoices, and any other invoices reflecting payment of such costs. Additionally, MDX shall provide such documents to the County on a quarterly basis during the implementation of the Canal Project, and at any time as requested by the County.

The Parties agree that only the following identified costs that may be incurred by MDX directly related to the Canal Project are eligible for reimbursement, provided adequate documentation is provided, in the form of approved invoices, verified payment requests, documented journal entries, check vouchers, or other mutually agreeable documentation. For purposes of this Agreement, Eligible Costs are further defined as those pertaining to the design and construction of the Canal Project elements that are the standard items normally provided for by the County in County canal projects, and not the enhancement of standard items, or the incorporation of items 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 Supplemental Interlocal Agreement. If enhancements to standard items are constructed in this Canal Project, MDX may be reimbursed 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. Eligible Costs, as such term is used in this Supplemental Interlocal Agreement, will include project management, design, construction, construction engineering and inspection services, permitting, survey, geotechnical, utility relocation, required utility improvements, and contamination remediation, if required.

MDX shall at all times maintain separate accounting for the Canal Project, including but not limited to all Eligible Costs referenced in this Section, so those costs may be independently verified and audited by the County, at the request and cost of the County. MDX agrees to permit the County auditors to inspect the books, records and accounts for three years after Final Acceptance of the Canal Project. These records shall be made available to the County for inspection within five business days after receipt of a written request from the County.

MDX shall notify the County, immediately upon receipt and in writing, when claims or change orders arise. MDX shall 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 MDX. The County shall provide such determination or approvals within 30 days of notice of claims or change order as to not incur unnecessary delays on the project.

The Parties agree that any portion of the total cost of the work not utilized as provided for herein will be returned to the County. MDX shall have its final and complete accounting of all costs incurred in connection with the work performed hereunder within 180 calendar days of Final Acceptance. Any additional costs incurred more than 180 calendar days after Final Acceptance of the Canal Project will not be an Eligible Cost. MDX and the County agree that in the event final accounting of the total costs is less than the funded amount, a refund of the excess will be made by MDX within ninety business days of the final accounting.

The Parties agree that if MDX determines that the cost of the Canal Project will exceed \$5 Million, MDX will immediately notify the County in order for the parties to determine what course of action will be taken. MDX shall not be responsible for cost overruns for the Project's Eligible Costs, and any such overruns in excess of \$5 Million shall be subject to approval by the County Commission.

4. Procurement of Project Services.

MDX shall have sole control and responsibility for the procurement, award and administration of the Canal Project, which will be in accordance with MDX procurement policies and procedures, provided that all such procurement procedures meet all applicable Federal, State and local requirements regarding construction. MDX has adopted a Small Business Participation Policy for its procurements. Businesses that meet the requirement for the MDX Program are those meeting the requirements of the Small Business Enterprise – A&E and Small Business Enterprise-Construction Programs operated and administered by the County as codified in Miami-Dade County Code of Ordinances, Part III, Chapter 2, Section 2-10.4.01 and Chapter 10, Section 10-33.02, respectively. MDX will meet the Small Business participation goals established by the County for the design and construction of the Canal Project.

5. Property and Right-of-Way Acquisition.

The County currently has canal reservation or canal right-of-way where the Canal Project shall be constructed as shown in Exhibit A, in the following properties with folio numbers:

- 27-2018-001-0013 (Exhibit A, Detail I);
- 27-2019-001-0050 (Exhibit A, Detail H);
- 27-2019-001-0060 (Exhibit A, Detail G);
- 27-2019-001-0070 (Exhibit A, Detail F);
- 27-2019-001-0080 (Exhibit A, Detail E);
- 27-2019-001-0560 (Exhibit A, Details D and E);
- 27-2019-001-0570 (Exhibit A, Detail D);
- 27-2019-001-0580 (Exhibit A, Details C and D);

27-2019-001-0590 (Exhibit A, Detail C);
27-2019-001-0600 (Exhibit A, Detail C);
30-2019-000-0010 (Exhibit A, Detail B; Canal Right-of-Way dedicated under
Resolution No. R-261-19 and ORB 5318 PG 739); and,
27-2019-001-0620 (Exhibit A, Details A and B).

By entering into this Supplemental Agreement, MDX agrees to dedicate to the County the additional right-of-way for the Canal Project to be built within the property identified as folio number 27-2019-001-0630 (Exhibit A, Detail A).

6. Liability and Insurance.

MDX shall ensure that its contractors and consultants (1) maintain at all times during the construction, Contractor's Public Liability Insurance providing for a limit of not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, one person and, subject to that limit for each person, a total limit of \$5,000,000 for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence; and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than \$50,000 for all damages arising out of injury to, or destruction of, property in any aggregate limit of \$100,000 for all damages arising out of injury to, or destruction of, property during the policy period; (2) provide contractual indemnity to both MDX and the County; and further; and (3) name the County and its Board of Commissioners as an additional insured on all requisite liability insurance certificates for the Canal Project.

7. Indemnification.

To the extent and within the statutory limits provided in Florida law, MDX agrees to indemnify, defend, save and hold harmless the County within the limits of Section 768.28, Florida Statutes, from all claims, demands, liabilities and suits as a result of MDX's negligence, or breach of this Agreement by MDX, its agents, employees, or contractors. MDX and its agents, employees, or contractors shall not be obligated to indemnify, defend, save or hold harmless the County from its respective negligence or breach of this Agreement.

MDX accepts and shall be responsible for any and all liability for any valid claims or causes of action of whatsoever nature arising out of MDX's design and construction of the Canal Project, and MDX shall remain liable and responsible for any act or occurrence arising from any negligent or wrongful act or omission of MDX, its contractors, agents, or any other person or entity acting on its behalf, with respect to the work performed in connection with the Canal Project.

Should the Canal Project be discontinued or abandoned by MDX after construction has commenced, as evidenced by all construction activity toward completion of the Canal Project having ceased for a period of twelve months or more, then the County may elect at its option to have MDX restore all areas disrupted by such construction, at the sole cost and expense of MDX. All property must be restored to the condition it was in prior to commencement of the Canal Project unless otherwise agreed to by the Parties. MDX shall commence such repair and restoration within 60 days of the written request by the County. If the County elects to discontinue the Canal Project after construction has commenced, MDX shall not be responsible for the costs and expenses to restore the areas disrupted by such construction.

This Section 7 survives the termination or expiration of this Supplemental Interlocal Agreement.

8. Dispute Resolution.

The Parties shall resolve any disputes, controversies, or claims between them arising out of this Supplemental Interlocal Agreement in accordance with the "Florida Governmental Conflict Resolution Act," Chapter 164, Florida Statutes, as amended.

9. Effective Date.

This Supplemental Interlocal Agreement shall become effective on the Effective Date upon which this Supplemental Interlocal Agreement is fully executed by all parties.

10. Termination.

MDX or the County may terminate this Supplemental Agreement upon 60 days' written notice to the other. In the event of termination of this agreement any portion of the total cost of the work not utilized as provided for herein shall be returned by MDX to the County.

11. Counterparts.

This Supplemental Interlocal Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

12. Severability.

The provisions of this Supplemental Agreement are independent of and separable from each other and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part, except to the extent that such invalidity or unenforceability causes the Supplemental Interlocal Agreement to fail of its essential purpose, in which case either party shall have the right to terminate the Supplemental Interlocal Agreement upon written notice to the other.

13. Amendment of Agreement.

This Supplemental Interlocal Agreement may only be amended by mutual agreement of the County, and MDX, as expressed in writing and executed and delivered by each.

14. Format.

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.

15. Notices.

All notice, requests, demands and other communications required or permitted under this Supplemental Interlocal Agreement shall be in writing and shall be deemed to have been duly given and received when delivered personally or by courier service or upon actual receipt of registered or certified mail, addressed as set forth below:

- a. To MDX: Miami-Dade Expressway Authority
Javier Rodriguez, P.E., Executive Director
3790 NW 21st Street
Miami, FL 33142
- b. To County: Jack Osterholt, Deputy Mayor/Director
111 NW 1 Street, 29th Floor
Miami, FL 33128

A party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph.

16. No Third Party Beneficiaries to this Agreement.

Nothing in this Supplemental Interlocal Agreement, express or implied, is intended to (a) confer upon any entity or person other than the parties and their successors or assigns any right or remedies under or by reason of the Supplemental Interlocal Agreement as a third party beneficiary or otherwise, except as specifically provided in this Supplemental Interlocal Agreement; or (b) authorize anyone not a party to this Supplemental Interlocal Agreement to maintain an action pursuant to or based upon this Supplemental Interlocal Agreement, or (c) construed as a waiver of the sovereign immunity of the parties hereto under Florida Statute Section 768.28.

17. Entire Agreement.

This Supplemental Interlocal Agreement contains the sole and entire agreement between the Parties with respect to their subject matter and supersede any and all other prior written or oral agreements between them with respect to such subject matter.

18. Binding Effect.

This Supplemental Interlocal Agreement shall be binding upon the parties and their respective representatives, successors and assigns.

19. Waiver.

Waiver by either party of any breach of any provision of this Supplemental Interlocal Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this agreement.

20. Captions.

The captions contained in this Supplemental Interlocal Agreement are inserted only as a matter of convenience or reference and in no way define, limit, extend or describe the scope of this Amended Supplemental Interlocal Agreement or the intent of any of its provisions.

21. Other Documents.

The Parties will take all such actions and execute all such documents that may be reasonably necessary to carry out the purposes of this Supplemental Interlocal Agreement, whether or not specifically provided for herein; provided that each Party acknowledges that certain additional actions by the respective governing boards may be required, to the extent such approval is required by applicable law or agency policies, obtaining such approval shall be a condition to their obligations hereunder.

22. Governing Law.

This Supplemental Interlocal Agreement and the interpretation of its terms shall be governed by the laws of the State of Florida, without application of conflicts of law principles. Venue for any judicial, administrative or other action to enforce or construe any term of this Supplemental Interlocal Agreement or arising from or related to this Supplemental Interlocal Agreement shall lie exclusively in Miami-Dade County, Florida.

23. Joint Preparation.

The language agreed to herein express the mutual intent and agreement of the Parties and shall not, as a matter of judicial construction, be construed more severely against one of the parties from the other.

24. Time of the Essence.

Time is of the essence with respect to the performance of each of the covenants and obligations contained in this Supplemental Interlocal Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement, the Miami-Dade Expressway Authority, signing by and through its Executive Director; Miami-Dade County, signing by and through the County Mayor or County Mayor's Designee; each duly authorized to execute same.

MIAMI-DADE EXPRESSWAY AUTHORITY

Approved

Javier Rodriguez, P.E., Executive Director

Approved as to form and legal sufficiency

Carlos Zaldivar, General Counsel

Endorsed by MDX Operations, External Communications and Inter-Governmental Committee

Approved by MDX Board

ATTEST:

**HARVEY RUVIN,
CLERK OF SAID BOARD**

Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency

Assistant County Attorney

MIAMI-DADE COUNTY FLORIDA

**BY ITS BOARD OF COUNTY
COMMISSIONERS**

County Mayor or County Mayor's Designee

The foregoing was authorized and approved by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida, on the ____ day of _____, 2019.

EXHIBIT A (1 OF 2)

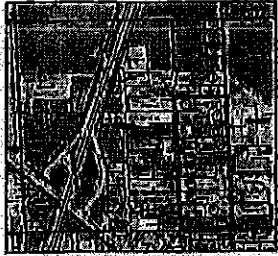


NW 107 AVE SECTION 524010

ALL TRACTS SHOWN IN FLORIDA FRUIT LANDS COMPANY SUB 4 P.B. & P. 817 MIAMI DADE COUNTY, FLORIDA.

Legend

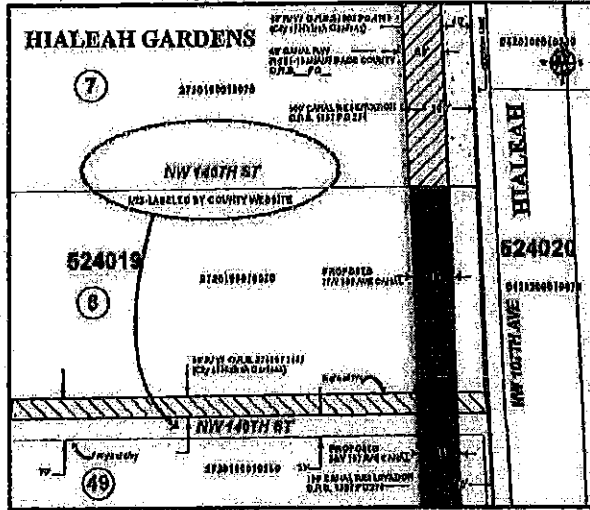
- SECTION LINE (1/4, 1/2, 3/4, 1/8, 1/16)
- PROPERTY LINE (1/2, 1/4, 1/8, 1/16)
- SECONDARY CANAL RESERVATION (SECONDARY CANAL RESERVATION)
- RD - Paved Road
- PA - Paved
- TR - Tract
- ST - STRAIT (Hatch)
- N.R. - Hialeah Right
- O.R. - Ocala Right
- H.V. - Hialeah Valley
- M.C. - Miami Canal
- F.P. - Florida Power & Light
- C.R. - Canal Reservation
- D.R. - Canal Reservation
- Road Right of Way
- Canal RW
- Proposed NW 107 AVENUE CANAL



LOCATION MAP N.T.S.

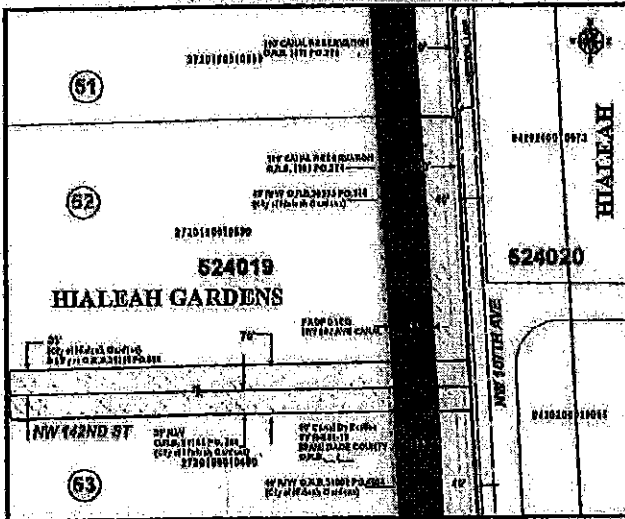
DETAIL E N.T.S.

NW 146TH ST & NW 107TH AVE
(Portion T.5, T.6, T.49 P.B. & P. 17)



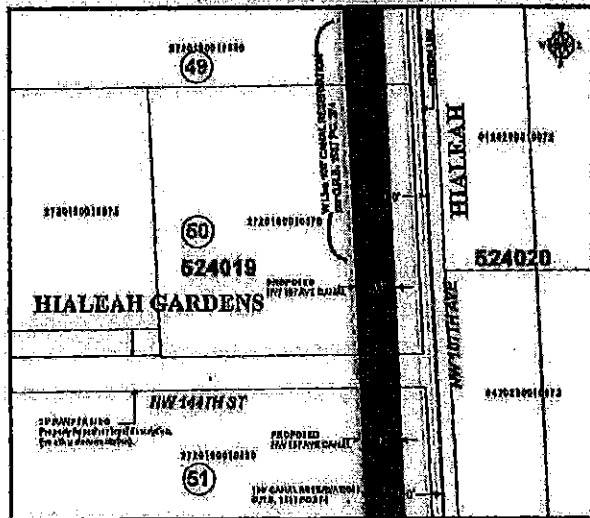
DETAIL C N.T.S.

NW 142ND ST & NW 107TH AVE
(Portion T.41, T.42, T.43 P.B. & P. 17)



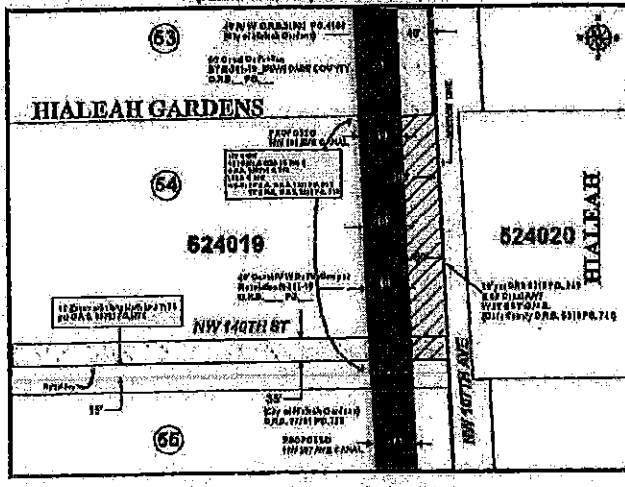
DETAIL D N.T.S.

NW 144TH ST & NW 107TH AVE
(Portion T.49, T.49, T.41 P.B. & P. 17)



DETAIL B N.T.S.

NW 140TH ST & NW 107TH AVE
(Portion T.43, T.44, T.45 P.B. & P. 17)



DETAIL A N.T.S.

NW 138TH ST & NW 107TH AVE
(Portion T.45, T.45 P.B. & P. 17)

