

MEMORANDUM

Agenda Item No. 11(A)(16)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: September 1, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving an Interlocal Agreement between the City of Sweetwater and Miami-Dade County to provide funding in an amount not to exceed \$1,130,382.00 in Charter County Transportation Surtax Funds for various transit system and service improvements; 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 Exhibit 1 of the People's Transportation Plan as amended

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Chairman Jose "Pepe" Diaz.


Geri Bonzon-Keenan
County Attorney

GBK/uw



MEMORANDUM
(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: September 1, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 11(A)(16)

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)(16)
9-1-22

RESOLUTION NO. _____

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SWEETWATER AND MIAMI-DADE COUNTY TO PROVIDE FUNDING IN AN AMOUNT NOT TO EXCEED \$1,130,382.00 IN CHARTER COUNTY TRANSPORTATION SURTAX FUNDS FOR VARIOUS TRANSIT SYSTEM AND SERVICE IMPROVEMENTS; AUTHORIZING THE COUNTY MAYOR OR 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 EXHIBIT 1 OF THE PEOPLE'S TRANSPORTATION PLAN AS AMENDED

WHEREAS, section 29-124(b) of the Code of Miami-Dade County, Florida provides that Charter County Transportation Surtax Funds (the "Surtax Funds") may be expended for the transportation and transit purposes specified in section 212.055 of the Florida Statutes; and

WHEREAS, section 212.055 provides that the County may distribute Surtax Funds to a municipality to be expended by the municipality for the planning, development, construction, operation, and maintenance of its transit system; and

WHEREAS, the City of Sweetwater wishes to implement various transit system and service improvements, which specifically include the purchases of buses or other capital costs for the City of Sweetwater's transit system, and associated operation and maintenance costs related to such transit services; and

WHEREAS, the County’s contribution towards this project will be funded by the District 12 Neighborhood Improvements People’s Transportation Plan surtax funds; and

WHEREAS, the County’s funding contribution will help facilitate various transit system and service improvements within the City of Sweetwater and is in the best interest of the public,

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

Section 1. Approves the Interlocal Agreement between the City of Sweetwater and Miami-Dade County, in substantially the form attached hereto and made a part hereof, to provide funding in an amount not to exceed \$1,130,382.00 in Charter County Transportation Surtax Funds to facilitate various transit system and service improvements within the City of Sweetwater.

Section 2. Authorizes the County Mayor or County Mayor’s designee to execute the Interlocal Agreement, exercise all provisions contained therein, and take all actions necessary to effectuate same.

Section 3. Authorizes the use of Charter County Transportation Surtax Funds for this project which is eligible under the Neighborhood Improvements category of Exhibit 1 of the People’s Transportation Plan as amended.

The Prime Sponsor of the foregoing resolution is Chairman Jose “Pepe” Diaz. 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:

Jose "Pepe" Diaz, Chairman

Oliver G. Gilbert, III, Vice-Chairman

Sen. René García

Sally A. Heyman

Eileen Higgins

Kionne L. McGhee

Raquel A. Regalado

Sen. Javier D. Souto

Keon Hardemon

Danielle Cohen Higgins

Joe A. Martinez

Jean Monestime

Rebeca Sosa

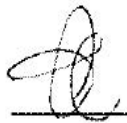
The Chairperson thereupon declared this resolution duly passed and adopted this 1st day of September, 2022. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override 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 SWEETWATER
AND MIAMI-DADE COUNTY**

This AGREEMENT made and entered into this ___ day of ____ 20__, by and between the CITY OF SWEETWATER, 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 Transit Service Improvement project in Miami-Dade County, hereinafter referred to as the "Project" described as follows:

Transit System and service improvements which shall mean the purchases of buses or other capital costs for the City of Sweetwater's transit system, and associated operation and maintenance costs related to such transit services.

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

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 date upon which

the resolution adopted by the Board of County Commissioners approving this Agreement becomes effective.

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

3.a.1. The Project's cost is currently estimated to cost \$1,130,382.00. The County agrees that, on a reimbursement basis in accordance with the terms of this Agreement, it shall provide funding to the City in the amount not to exceed \$1,130,382.00 in District 12 Neighborhood Improvements People's Transportation Plan Charter County Transportation Surtax Funds (the "Payment") for the implementation of the Project. The City shall not use any portion of the Payment for Projects costs that are not eligible under section 212.055 of the Florida Statutes and section 29-124 of the Code of Miami-Dade County, Florida. 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, subject to then applicable eligibility requirements, 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 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, check vouchers, and/or any other documentation

requested by the County to verify that the eligibility of the expenses for reimbursement pursuant to the terms of this Agreement.

3.a.3. For purposes of this Agreement, eligible Project costs are further defined as those costs which are eligible under section 212.055 of the Florida Statutes and section 29-124 of the Code of Miami-Dade County, Florida. The County shall not be assumed to be liable to provide reimbursement for such items that do not conform to this Agreement. Additionally, eligible Project costs will be limited to the standard items normally provided for by the County in County Transit Service Improvements projects, and not the enhancement of standard items, or the incorporation of items which are in addition to those standard items. 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 project management, or similar costs or expenses.

3.a.4. The City shall submit to the County a request for reimbursement of eligible expenses in the full amount of the Payment by September 30, 2025. Any amount of the Payment not reimbursed to the City pursuant to the terms of this Agreement shall be used by the County in its sole discretion and in accordance with applicable law.

4. RESPONSIBILITIES OF CITY:

a. **Implementation of Transit System and Services Improvements:** The City shall implement the Project which shall mean the purchases of buses or other capital costs for the City of Sweetwater's transit system, and associated operation and

maintenance costs related to such transit services in accordance with all terms and conditions of this Agreement.

- b. **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, 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.
- c. **Accounting and Audit:** 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, including but not limited to the Office of the Citizens' Independent Transportation Trust, the Office of the Inspector General, and the Audit and Management Services Department, or its duly authorized representatives and governmental agencies, to have access to and the right to examine and reproduce any of the City's books, documents, papers and records and of any of its contractors or suppliers with respect to any portions of the Project funded by the Payment (the "County's Audit Rights"). The County's Audit Rights shall expire three (3) years after the County has completed the full reimbursement of the Payment in accordance with the terms of this Agreement. The City shall include language to effectuate the County's Audit Rights in any contract for the implementation of any portion of the Project with a third-party. The City shall provide to the County any records or documents requested pursuant to the County's Right to Audit within five (5) business days upon receipt of a written request from the

County. Any such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Code of Miami-Dade County, Florida, and included as part of the County's Audit Rights, the City and any of its contractors and suppliers will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with the government funds provided to the City as part of the Payment within five business days of the Commission Auditor's request. The City agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

- d. **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.

- e. **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.
- f. **Maintenance:** The City shall be solely responsible for maintenance of the Project upon completion. This Agreement does not transfer any maintenance or liability pertaining to the Project and roads in question.
- g. **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. **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.

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 and costs.

9. **Public Records Laws:** As it relates to this Agreement, and any amendments thereto, and other documents related to the Project or Payment, the City and any of its contractors or suppliers, pursuant to Section 119.0701, Florida Statutes, shall:

i) Keep and maintain public records that ordinarily and necessarily would be required by the County with respect to this Agreement;

ii) Upon request of from the County's custodian of public records identified herein, provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law;

iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

iv) Meet all requirements for retaining public records.

For purposes of this section, the term “public records” shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the County or the City.

IF CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CITY’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT DTPW’S CUSTODIAN OF PUBLIC RECORDS AT:

Miami-Dade County
Department of Transportation and Public Works
701 N.W. 1st Court, 13th Floor
Miami, Florida 33136
Attention: Ekeisha L. Shubrick
Email: ekeisha.shubrick@miamidade.gov

The City shall indemnify the County from and against, any and all third party claims, actions, lawsuits, demands, damages, obligations, liabilities, losses, and judgments, including an obligation to pay a third party’s attorney’s fees incurred in litigation, settlement negotiations, trial, appeal or otherwise, arising out of or related to a claim, action, or lawsuit, against the County for its failure to produce documents, information or details regarding the City’s assertion that records of the City are exempt or confidential in response to a public records request. For the purposes of this Agreement, “third party” shall mean any person or entity not a party to this Agreement.

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. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations and the certifications hereunder have been duly authorized and that the Agreement is valid and legal agreement binding on such party and enforceable in accordance with its terms.

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. COUNTERPARTS; ELECTRONIC SIGNATURES: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile, .pdf and other electronic signatures to this Agreement shall have the same effect as original signatures.

14. 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: Robert Herrada, Chief of Staff & Deputy City Manager
City of Sweetwater, 2nd Floor.

Sweetwater, FL 33174

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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:

BY: _____
City Clerk

CITY OF SWEETWATER, a municipal
corporation of the State of Florida

BY: _____
Mayor

(Affix City Seal)

Approved by City Attorney
as to legal form and correctness:

City Attorney



Memorandum



To: Honorable Chairman Jose “Pepe” Diaz and Members, Board of County Commissioners

From: Javier A. Betancourt, Executive Director

Date: July 29, 2022

Re: **CITT AGENDA ITEM 7N:**
RESOLUTION BY THE CITIZENS’ INDEPENDENT TRANSPORTATION TRUST (CITT) RECOMMENDING THE BOARD OF COUNTY COMMISSIONERS APPROVE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SWEETWATER AND MIAMI-DADE COUNTY TO PROVIDE FUNDING IN AN AMOUNT NOT TO EXCEED \$1,130,382.00 IN CHARTER COUNTY TRANSPORTATION SURTAX FUNDS FOR VARIOUS TRANSIT SYSTEM AND SERVICE IMPROVEMENTS; 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 AS AMENDED (**BCC CHAIRMAN DIAZ**) **SURTAX FUNDS ARE REQUESTED**

On July 28, 2022, the CITT voted (8-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 22-032. The vote was as follows:

Oscar J. Braynon, Chairperson – Aye
Alfred J. Holzman, 1st Vice-Chairperson – Aye
Robert Wolfarth, 2nd Vice-Chairperson – Aye

Hon. Peggy Bell – Absent
Meg Daly – Aye
Paul J. Schwiep, Esq. – Aye
Mary Street, Esq. – Aye

Joseph Curbelo – Aye
Qjuezari Harvey – Aye
L. Elijah Stiers, Esq. – Absent
Ernest Thomas – Absent

c: Jimmy Morales, Chief Operations Officer
Bruce Libhaber, Assistant County Attorney