MEMORANDUM

Agenda Item No. 8(L)(3)

TO:	Honorable Chairman Anthony Rodríguez and Members, Board of County Commissioners	**DATE:**	December 3, 2024
FROM:	Geri Bonzon-Keenan County Attorney	**SUBJECT:**	Resolution ratifying the County Mayor application for, receipt and expenditure of funds from the Federal Highway Administration (FHWA) Charging and Fueling Infrastructure (CFI) Grant Program in the amount of $4,760,788.00 for the installation of public electric vehicle charging stations; authorizing the County Mayor to enter into and execute a grant agreement and other documents necessary to receive and expend the funds, and to exercise all provisions contained in such agreement; approving Interlocal Agreements with Miami Dade College and the City of Miami Gardens related to said grant; and authorizing the County Mayor to execute said Interlocal Agreements and to exercise all provisions contained in such agreements

A substitute was presented and forwarded to the BCC with a favorable recommendation at the November 14, 2024 Transportation, Mobility, and Planning Committee.

This substitute differs from the original item as stated in the Mayor's memorandum.

The accompanying resolution was prepared by the Regulatory and Economic Resources Department and placed on the agenda at the request of Prime Sponsor Commissioner Eileen Higgins and Co-Sponsor Commissioner Oliver G. Gilbert, III.

Geri Bonzon-Keenan
County Attorney

GBK/jp

Memorandum

MIAMI-DADE COUNTY

Date: December 3, 2024

To: Honorable Chairman Anthony Rodríguez
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Daniella Levine Cava

Subject: Resolution retroactively ratifying the County Mayor to apply for, receive, and expend funds from the Federal Highway Administration Charging and Fueling Infrastructure Grant Program and to enter into Interlocal Agreements with Miami Dade College and the City of Miami Gardens.

This Substitute Item differs from the original in that it includes the following amendments to the Miami Dade College Interlocal Agreement: corrects the legal name, contact information, and address for Miami Dade College; amends the number of charging ports located at each campus; clarifies that the option to renew the agreement must be in writing; revises the indemnification provision to have the County and Miami-Dade College mutually indemnify each other; adds requirement that the venue for disputes shall be the courts of competent jurisdiction located in Miami-Dade County; and corrects scrivener's errors. This Substitute Item also differs from the original in that it revises the Miami Gardens Interlocal Agreement to amend the number of charging ports located at each facility and corrects scrivener's errors.

Executive Summary

On August 27, 2024, Miami-Dade County received notice of funding award under the Federal Highway Administration (FHWA) Charging and Fueling Infrastructure Grant Program in the amount of $4,760,788 to provide for the installation of 390 Level 2 charging ports at 61 County facilities, 8 Miami Dade College campuses, and 4 City of Miami Gardens facilities. Miami Dade College and the City of Miami Gardens ("Grant Partners") partnered with the County on the grant application and will be awarded Federal funding as subrecipients in the amount of $543,764 and $205,432, respectively. The purpose of the Interlocal Agreement is to provide documentation that the organizations are committed to fulfilling their respective roles and responsibilities to successfully implement the programs described in the grant application.

Recommendation

It is recommended that the Board ratifies the County Mayor or County Mayor's designee's actions with respect to the submittal of the FHWA Charging and Fueling Infrastructure Grant application for the installation of public electric vehicle charging stations, to enter into and execute a grant agreement and other documents necessary to receive the funds, and approve and authorize the County Mayor or County Mayor's designee to execute the attached Interlocal Agreements with Miami Dade College and the City of Miami Gardens, Exhibits 1 and 2, respectively.

Scope

The County's Charging and Fueling Infrastructure Grant application proposed Level 2 charger installations throughout the County, as depicted in Attachment 1. The final locations will be identified in the CFI Grant Agreement.

Delegation of Authority

The resolution authorizes the County Mayor or County Mayor's Designee to: 1) execute Interlocal Agreements with Miami Dade College and City of Miami Gardens, attached to the resolution as Exhibits 1 and 2 respectively, and to exercise all provisions contained therein; and 2) to enter into and execute a grant agreement and other documents necessary to receive the grant funds, and to exercise all provisions contained therein.

Fiscal Impact/Funding Source

The total project cost for the installation of the charging ports is approximately $5,949,752. FHWA will contribute up to $4,760,788, with $749,196 to be provided to Grant Partners. The County will contribute $384,864 in cash and in-kind cost match as follows:

- $122,000 cash match toward the required National Environmental Policy Act (NEPA) permitting ($2,000 per 61 County sites);
- $125,000 cash match towards public engagement from the Office of Resilience (OOR) Operating Budget; and
- $134,864 in-kind contribution toward one-half of a full-time equivalent position for a 3-year period from the OOR Operating Budget.

In addition, the Grant Partners will provide $24,000 in cost match toward NEPA permitting. Operation and maintenance of the Electric Vehicle Supply Equipment (EVSE), totaling $783,100, will be provided by the third-party charging operator as a cash match.

The Charging and Fueling Infrastructure Grant is a reimbursement-based grant. Therefore, funding to execute the activities outlined in the grant may need to be advanced out of the County's General Fund while awaiting reimbursement from FHWA. A complete description of project costs and contributions by non-County entities is provided in the Background section of this report.

Track Record/Monitor

The Office of Resilience under the direction of Interim Chief Resilience Officer, Patricia Gomez, will be responsible for tracking and monitoring compliance with the terms outlined in the Grant Agreement and Interlocal Agreements.

Background

On August 27, 2024, Miami-Dade County received notice of funding award under the FHWA Charging and Fueling Infrastructure Grant Program in the amount of $4,760,788 to provide for the installation of 390 public Level 2 charging ports at 61 County facilities, 8 Miami Dade College campuses, and 4 City of Miami Gardens facilities. Attachment 1 depicts the locations of the proposed installations, as depicted in the County's grant application. This item authorizes the County Mayor or County Mayor's designee to execute a grant agreement and other documents necessary to receive the grant funds, and to exercise all provisions contained in the grant agreement.

The project aims to provide for a more equitable distribution of EVSE in the County by supporting installations within or proximate to disadvantaged communities. Sixty-six percent

MDC003

(66%) of the proposed sites are located within federally designated disadvantaged communities and all non-transit sites are within one mile. Through installations at transit sites, the project aims to support first/last mile connections and access to a broader array of jobs within the region. Specifically, the project will include two dedicated chargers at four transit hubs, for a combined total of eight ports, to support electric car share services. These reserved carshare ports will be at three heavy rail, transit-oriented-development locations and at the County's most southern park-n-ride lot. This initiative can support the over 10% of households in Miami-Dade County that do not own a vehicle and reduce the cost burden on households associated with vehicle ownership.

It is anticipated that the projects will be completed in two phases. Phase I will consist of a site feasibility assessment, permitting, and design of make-ready infrastructure. Phase II will consist of site improvements, as well as EVSE purchase, installation, operation, and maintenance. It is anticipated that multiple solicitations will be required to support the projects outlined in the grant.

Miami Dade College and the City of Miami Gardens ("Grant Partners") partnered with the County on the grant application and will be awarded Federal funding as subrecipients in the amount of $543,764 and $205,432, respectively. This item authorizes the County Mayor or County Mayor's Designee to execute Interlocal Agreements with Miami Dade College and City of Miami Gardens, attached to the resolution as Exhibits 1 and 2 respectively, and to exercise all provisions contained in those agreements. The purpose of the Interlocal Agreements is to provide documentation that the organizations are committed to fulfilling their respective roles and responsibilities to successfully implement the programs described in the grant application. The Grant Partners will provide cost match totaling $24,000 toward NEPA permitting to support installations at their facilities.

The grant outlines a public engagement component that includes targeted engagement with federally designated disadvantaged communities. A separate outreach effort will focus on property owners of multi-family buildings to educate them on the process and funding opportunities to support EVSE installation. The County will contribute $125,000 cash match toward public engagement from the OOR Operating Budget.

The County's grant was awarded under the Community Charging Program within the Charging and Fueling Infrastructure Program. The Community Charging Program encourages participation of the private sector in meeting the costs for EVSE installation, operation and/or maintenance. As such, the County will contract with a third-party entity for installation, operation, and maintenance of the EVSE. The third-party EVSE operator(s) will contribute operation and maintenance of the chargers, totaling $783,100, as cost match. It is expected that these costs will be recouped through end-user fees. The competitive solicitation for the EVSE operator will include selection criterion that prioritizes proposals offering reduced rates for income-qualified individuals.

The operation and maintenance agreement with the third-party EVSE operator will be maintained for at least the five-year grant period. Following exhaustion of the grant period, the County (and Grant Partners) will retain ownership of the chargers and can choose to renew the contracts, enter into new contracts, or independently operate the chargers.

Attachments –
Attachment 1: Charging and Fueling Infrastructure Grant Application Locations
Exhibit 1: Miami-Dade College Interlocal Agreement
Exhibit 2: City of Miami Gardens Interlocal Agreement

Jimmy Morales
Chief Operating Officer

MEMORANDUM
(Revised)

TO: Honorable Chairman Anthony Rodríguez
and Members, Board of County Commissioners

DATE: December 3, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(L)(3)

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 ____, majority plus one ____, 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) ____, 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)(3)
12-3-24

RESOLUTION NO. _____

RESOLUTION RATIFYING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE APPLICATION FOR, RECEIPT AND EXPENDITURE OF FUNDS FROM THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) CHARGING AND FUELING INFRASTRUCTURE (CFI) GRANT PROGRAM IN THE AMOUNT OF $4,760,788.00 FOR THE INSTALLATION OF PUBLIC ELECTRIC VEHICLE CHARGING STATIONS; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO ENTER INTO AND EXECUTE A GRANT AGREEMENT AND OTHER DOCUMENTS NECESSARY TO RECEIVE AND EXPEND THE FUNDS, AND TO EXERCISE ALL PROVISIONS CONTAINED IN SUCH AGREEMENT; APPROVING INTERLOCAL AGREEMENTS WITH MIAMI DADE COLLEGE AND THE CITY OF MIAMI GARDENS RELATED TO SAID GRANT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAID INTERLOCAL AGREEMENTS AND TO EXERCISE ALL PROVISIONS CONTAINED IN SUCH AGREEMENTS

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 this Board:

Section 1. Ratifies the County Mayor or County Mayor's Designee actions to apply for, receive, and expend funds from the Federal Highway Administration (FHWA) Charging and Fueling Infrastructure (CFI) Grant Program in the amount of $4,760,788.00 for the installation of public electric vehicle charging stations, and authorizes the County Mayor or County Mayor's designee to enter into and execute a grant agreement and other documents necessary to receive and expend the grant funds, and to exercise all provisions contained in such agreements; and

Section 2. Approves and authorizes the County Mayor or County Mayor's designee to execute the Interlocal Agreements with Miami Dade College and the City of Miami Gardens, attached hereto as Exhibits 1 and 2, respectively, related to said FHWA Charging and Fueling Infrastructure Grant application which includes subawards to Miami Dade College in the amount of $543,764.00 and the City of Miami Gardens in the amount of $205,432.00 for the installation of public electric vehicle charging stations, and to exercise all provisions contained in such agreements.

The foregoing resolution 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:

Anthony Rodríguez, Chairman
Kionne L. McGhee, Vice Chairman

Marleine Bastien	Juan Carlos Bermudez
Kevin Marino Cabrera	Sen. René García
Oliver G. Gilbert, III	Roberto J. Gonzalez
Keon Hardemon	Danielle Cohen Higgins
Eileen Higgins	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of December, 2024. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Eduardo W. Gonzalez
Laura A. Figueroa

MIAMI-DADE COUNTY
COMMUNITY ELECTRIC VEHICLE CHARGER LOCATIONS

MAP ID*	FACILITY NAME	US DOT DISADVANTAGED AREA	CENSUS TRACT	% POVERTY RATE WITHIN CENSUS TRACT (Rounded)	DESCRIPTION	LEVEL 2 CHARGERS # PORTS	# MULTI-FAMILY UNITS**	% OF HOUSING STOCK THAT ARE MULTI-FAMILY UNITS (above 100 units) WITHIN CENSUS BLOCK GRP	STREET ADDRESS	CITY	ZIP CODE
Proposed EVSE at Transit Sites											
1	Dadeland North	YES	76.09	9%	Dadeland North is a Transit Hub and part of the Metrorail system is a 25-mile dual track that provides service to Miami International Airport (MIA) and runs from Kendall through South Miami, Coral Gables, and downtown Miami; to the Civic Center/Jackson Memorial Hospital area; and to Brownsville, Liberty City, Hialeah, and Medley in northwest Miami-Dade, with connections to Broward and Palm Beach counties via Brightline and Tri-Rail Metrorail operates 5 a.m. to midnight seven days a week.	8	1100	100%	8400 South Dixie Highway	Unincorporated County	33143
2	South Miami	NO	76.03	33%	South Miami is a Transit Hub and part of the Metrorail system is a 25-mile dual track that provides service to Miami International Airport (MIA) and runs from Kendall through South Miami, Coral Gables, and downtown Miami; to the Civic Center/Jackson Memorial Hospital area; and to Brownsville, Liberty City, Hialeah, and Medley in northwest Miami-Dade, with connections to Broward and Palm Beach counties via Brightline and Tri-Rail Metrorail operates 5 a.m. to midnight seven days a week.	8	253	58%	5801 South Dixie Highway	South Miami	33143
3	University	NO	9803.00	No income data available through Census.gov	University is a Transit Hub and part of the Metrorail system is a 25-mile dual track that provides service to Miami International Airport (MIA) and runs from Kendall through South Miami, Coral Gables, and downtown Miami; to the Civic Center/Jackson Memorial Hospital area; and to Brownsville, Liberty City, Hialeah, and Medley in northwest Miami-Dade, with connections to Broward and Palm Beach counties via Brightline and Tri-Rail Metrorail operates 5 a.m. to midnight seven days a week.	8	0	0%	5400 Ponce de Leon	Coral Gables	33146
4	Douglas Road	YES	70.07	26%	Douglas Road is a Transit Hub and part of the Metrorail system is a 25-mile dual track that provides service to Miami International Airport (MIA) and runs from Kendall through South Miami, Coral Gables, and downtown Miami; to the Civic Center/Jackson Memorial Hospital area; and to Brownsville, Liberty City, Hialeah, and Medley in northwest Miami-Dade, with connections to Broward and Palm Beach counties via Brightline and Tri-Rail Metrorail operates 5 a.m. to midnight seven days a week.	8	369	100%	3060 SW 37 Court	Miami	33146

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MIAMI-DADE COUNTY
COMMUNITY ELECTRIC VEHICLE CHARGER LOCATIONS

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5	152th Park-n-Ride	NO	83.10	7%	Park and Ride lot open daily, from 5AM to 10PM	8	N/A	N/A	9300 Coral Reef Drive	Unincorporated County	33157
6	168th Park-n-Ride	NO	83.11	6%	Park and Ride lot open daily, from 5AM to 10PM	8	N/A	N/A	9703 SW 168th St	Unincorporated County	33157
7	112th Ave	YES	105.01	27%	Park and Ride lot open daily, from 5AM to 10PM	8	N/A	N/A	20500 SW 112 Avenue	Unincorporated County	33189
8	244th Park-n-Ride	YES	104.00	12%	Park and Ride lot open daily, from 5AM to 10PM	8	242	26%	24400 S Dixie Hwy	Unincorporated County	33032
9	296th Park-n-Ride	NO	111.06	22%	Park and Ride lot open daily, from 5AM to 10PM	8	N/A	N/A	29500 South Dixie Highway	Homestead	33033
10	344th Park-n-Ride	YES	114.05	26%	Park and Ride lot open daily, from 5AM to 10PM	8	N/A	N/A	254 West Palm Drive	Florida City	33034
11	Golden Glades	YES	4.14	22%	Park and Ride lot open daily, from 5AM to 10PM	8	401	80%	16000 NW 7 Avenue	Miami	33169
12	Tamiami Park-n-Ride	NO	151.01	10%	Park and Ride lot open daily, from 5AM to 10PM	8	N/A	N/A	14710 SW 8th Street	Unincorporated County	33184
13	Dolphin Park-n-Ride	NO	141.00	No income data available	Park and Ride lot open daily, from 5AM to 10PM	8	N/A	N/A	12065 NW 12th St,	Miami	33172
14	Palmetto Park-n-Ride	YES	90.40	11%	Park and Ride lot open daily, from 5AM to 10PM	8	131	18%	7701 NW 79 AVE	Medley	33166
Proposed EVSE at Park Sites											
1	JL (Joe) & Enid W. Demps Park	YES	105.1	27%	A community park offering active recreation and programming. Hours of operation: Weekdays, 8 a.m. - 9 p.m.; Saturday, 8 a.m. - 6 p.m.; Sunday, 8 a.m. - 3 p.m.	4	N/A	N/A	11350 SW 216th ST	Unincorporated County	33170
2	Highland Oaks Park	NO	97.03		A community park offering active recreation and programming. The park is open from sunrise to sunset.	4	N/A	N/A	20459 NE 24 AVE	Unincorporated County	33180-0000
3	A.D. Barnes Park	YES	60.02	14%	This regional park offers active and passive recreation opportunties and is estimated to host 87,100 visitors annually. It is open from sunrise to sunset.	4	N/A	N/A	3401 SW 72 Avenue	Unincorporated County	33155-0000
4	Tamiami Park	NO	89.04	No income data available through Census.gov	This regional park offers active recreation opportunities and is estimated to host 80,000 visitors annually. It is open from sunrise to sunset.	4	N/A	N/A	11201 CORAL WAY	Unincorporated County	33165-0000
5	Kendall Indian Hammocks Park	YES	84.31	36%	This regional park is estimated to host 185,000 to 200,000 visitors annually. The park is open from 7 a.m. to 7 p.m.	4	112	39%	11395 SW 79 Street	Unincorporated County	33173-0000
6	Kendall Soccer Park	NO	157.00	15%	This regional park offers five full sized soccer fields and is estimated to host 45,000 visitors annually. Field hours 8 a.m. to 11:30 p.m. - Saturday & Sunday. Office hours, M-F, 9am to 6pm.	4	N/A	N/A	8601 SW 127 AVE	Unincorporated County	33183-4350
7	Zoo Miami	YES	202	19%	Zoo Miami hosts approximately one million visitors annually. The zoo is open daily from 9:30 a.m. to 5:30 a.m.	6	N/A	N/A	12400 SW 152 ST	Unincorporated County	33177-1402

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MIAMI-DADE COUNTY
COMMUNITY ELECTRIC VEHICLE CHARGER LOCATIONS

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8	Amelia Earhart Park	YES	5.05	32%	This regional park is estimated to host 600,000 visitors annually. It offers a variety of active and passive recreation opportunities including a watersports complex. The park is open from sunrise to sunset.	6	301	83%	401 E 65 ST	Unincorporated County	33014-0000
9	Greynolds Park	YES	2.11	13%	This park offers opportunities for passive recreation as well as a golf course. The park is open from sunrise to sunset.	4	218	41%	17530 W DIXIE HWY	Unincorporated County	33180-2727
10	Oak Grove Park	YES	2.15	15%	A community park offering active recreation and programming including an indoor gym. The park is open from 7 a.m. to 7 p.m.	4	682	61%	680 NE 159 ST	Unincorporated County	33162-
11	Camp Matecumbe	NO	188.01	13%	This park offers recreational programming for children with disabilities. The park is open from 9 a.m. to 5 p.m.	4	N/A	N/A	13841 SW 120 ST	Unincorporated County	33186-6444
12	Palmetto Golf Course	NO	83.10	7%	Palmetto Golf Course is a Par-70 Championship Miami course, built on 121 acres. Hours of operation are 7 a.m. - 9 p.m.	4	N/A	N/A	9300 CORAL REEF DR	Unincorporated County	33157-1777
13	Black Point Park and Marina	NO	9806	No income data available through Census.gov	This park offers opportunities for passive and water-based recreation. The park and marina are open 24 hours per day.	6	N/A	N/A	24775 SW 87 AVE	Unincorporated County	33032-5105
14	Tropical Park/Westchester Cultural Arts Center	NO	77.07	26%	Tropical Park attracts approximately 1,500,000 visitors annually. It offers a variety of active and passive recreation opportunities as well as an equestrian center. General park is open from sunrise to sunset. Athletic fields are open to as late as 2 a.m.	8	N/A	N/A	7900 BIRD RD	Unincorporated County	33155-6743
Proposed EVSE on Library Properties											
1	Edison Center Library	YES	20.01	34%	A public library that seeks to ensure that opportunities for literacy, learning, and personal growth are available to all. This location has over 32,500 annual patrons. Hours of operation are from 9:30 a.m. to 8:00 p.m Monday through Thursday; 9:30 a.m. to 6:00 p.m. Friday and Saturday; closed on Sunday.	4	N/A	N/A	525 NW 62 ST	Miami	33150-4327
2	Culmer/Overtown Library	YES	34	28%	A public library that seeks to ensure that opportunities for literacy, learning, and personal growth are available to all. This location has over 35,500 annual patrons. Hours of operation are from 9:30 a.m. to 8:00 p.m Monday through Thursday; 9:30 a.m. to 6:00 p.m. Friday and Saturday; closed on Sunday.	4	172	50%	350 NW 13 ST	Miami	33136-0000

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MIAMI-DADE COUNTY
COMMUNITY ELECTRIC VEHICLE CHARGER LOCATIONS

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3	Lemon City Library	NO	20.04	66%	A public library that seeks to ensure that opportunities for literacy, learning, and personal growth are available to all. This location has over 49,500 annual patrons. Hours of operation are from 9:30 a.m. to 8:00 p.m Monday through Thursday; 9:30 a.m. to 6:00 p.m. Friday and Saturday; closed on Sunday.	4	142	33%	430 NE 61 ST	Miami	33137-2221
4	West Flagler Library	YES	58.05	7%	A public library that seeks to ensure that opportunities for literacy, learning, and personal growth are available to all. This location has over 39,500 annual patrons. Hours of operation are from 9:30 a.m. to 8:00 p.m Monday through Thursday; 9:30 a.m. to 6:00 p.m. Friday and Saturday; closed on Sunday.	4	N/A	N/A	5050 W FLAGLER ST	Miami	33134-1239
5	Coral Gables Library	NO	74.02	3%	A public library that seeks to ensure that opportunities for literacy, learning, and personal growth are available to all. This location has over 129,500 annual patrons. Hours of operation are from 9:30 a.m. to 8:00 p.m Monday through Thursday; 9:30 a.m. to 6:00 p.m. Friday and Saturday; closed on Sunday.	4	N/A	N/A	3443 SEGOVIA ST	Coral Gables	33134-7029
6	Miami Springs Library	NO	47.01	10%	A public library that seeks to ensure that opportunities for literacy, learning, and personal growth are available to all. This location has over 36,000 annual patrons. Hours of operation are from 9:30 a.m. to 8:00 p.m Monday through Thursday; 9:30 a.m. to 6:00 p.m. Friday and Saturday; closed on Sunday.	4	N/A	N/A	401 WESTWARD DR	Miami Springs	33166-5155
7	Hialeah Gardens Library	YES	125.01	7%	A public library that seeks to ensure that opportunities for literacy, learning, and personal growth are available to all. This location has over 51,500 annual patrons. Hours of operation are from 9:30 a.m. to 8:00 p.m Monday through Thursday; 9:30 a.m. to 6:00 p.m. Friday and Saturday; closed on Sunday.	4	N/A	N/A	13451 NW 107 AVE	Hialeah Gardens	33018-0000
8	Aventura Library	NO	1.34	17%	A public library that seeks to ensure that opportunities for literacy, learning, and personal growth are available to all. This location has over 86,500 annual patrons. Hours of operation are from 9:30 a.m. to 8:00 p.m Monday through Thursday; 9:30 a.m. to 6:00 p.m. Friday and Saturday; closed on Sunday.	4	478	69%	2930 AVENTURA BLVD	Aventura	33180-3119

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MIAMI-DADE COUNTY
COMMUNITY ELECTRIC VEHICLE CHARGER LOCATIONS

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9	Golden Glades Library	YES	3.12	8%	A public library that seeks to ensure that opportunities for literacy, learning, and personal growth are available to all. This location has over 45,800 annual patrons. Hours of operation are from 9:30 a.m. to 8:00 p.m Monday through Thursday; 9:30 a.m. to 6:00 p.m. Friday and Saturday; closed on Sunday.	4	N/A	N/A	100 NE 166 ST	Unincorporated County	33162-3424
10	North Central Library	YES	9.05	14%	A public library that seeks to ensure that opportunities for literacy, learning, and personal growth are available to all. This location has over 33,500 annual patrons. Hours of operation are from 9:30 a.m. to 8:00 p.m Monday through Thursday; 9:30 a.m. to 6:00 p.m. Friday and Saturday; closed on Sunday.	4	N/A	N/A	9590 NW 27 AVE	Unincorporated County	33147-2458
11	Arcola Library	YES	10.08	19%	A public library that seeks to ensure that opportunities for literacy, learning, and personal growth are available to all. This location has over 48,000 annual patrons. Hours of operation are from 9:30 a.m. to 8:00 p.m Monday through Thursday; 9:30 a.m. to 6:00 p.m. Friday and Saturday; closed on Sunday.	4	N/A	N/A	8240 NW 7 AVE	Unincorporated County	33150-0000
12	Westchester Regional Library	YES	89.09	15%	A regional public library that seeks to ensure that opportunities for literacy, learning, and personal growth are available to all. This location has over 134,500 annual patrons. Hours of operation are from 9:30 a.m. to 8:00 p.m Monday through Thursday; 9:30 a.m. to 6:00 p.m. Friday and Saturday; closed on Sunday.	4	N/A	N/A	9445 SW 24 ST	Unincorporated County	33165-8115
13	Kendale Lakes Library	YES	183	5%	A public library that seeks to ensure that opportunities for literacy, learning, and personal growth are available to all. This location has over 123,300 annual patrons. Hours of operation are from 9:30 a.m. to 8:00 p.m Monday through Thursday; 9:30 a.m. to 6:00 p.m. Friday and Saturday; closed on Sunday.	4	N/A	N/A	15205 SW 88 ST	Unincorporated County	33196-1302
14	Kendall Branch Library	NO	84.29	18%	A public library that seeks to ensure that opportunities for literacy, learning, and personal growth are available to all. This location has over 67,300 annual patrons. Hours of operation are from 9:30 a.m. to 8:00 p.m Monday through Thursday; 9:30 a.m. to 6:00 p.m. Friday and Saturday; closed on Sunday.	4	N/A	N/A	9101 SW 97 AVE	Unincorporated County	33176-1939

MDC014

MIAMI-DADE COUNTY
COMMUNITY ELECTRIC VEHICLE CHARGER LOCATIONS

MAP ID*	FACILITY NAME	US DOT DISADVANTAGED AREA	CENSUS TRACT	% POVERTY RATE WITHIN CENSUS TRACT (Rounded)	DESCRIPTION	LEVEL 2 CHARGERS # PORTS	# MULTI-FAMILY UNITS**	% OF HOUSING STOCK THAT ARE MULTI-FAMILY UNITS (above 100 units) WITHIN CENSUS BLOCK GRP	STREET ADDRESS	CITY	ZIP CODE
15	Coral Reef Library	NO	83.05	3%	A public library that seeks to ensure that opportunities for literacy, learning, and personal growth are available to all. This location has over 87,400 annual patrons. Hours of operation are from 9:30 a.m. to 8:00 p.m Monday through Thursday; 9:30 a.m. to 6:00 p.m. Friday and Saturday; closed on Sunday.	4	N/A	N/A	9201 SW 152 ST	Unincorporated County	33157-1772
16	Naranja Library	YES	108.05	34%	A public library that seeks to ensure that opportunities for literacy, learning, and personal growth are available to all. This location has over 81,600 annual patrons. Hours of operation are from 9:30 a.m. to 8:00 p.m Monday through Thursday; 9:30 a.m. to 6:00 p.m. Friday and Saturday; closed on Sunday.	4	533	54%	14850 SW 280 ST	Unincorporated County	33032-0000
17	Miami Lakes Library	NO	93.12	13%	A public library that seeks to ensure that opportunities for literacy, learning, and personal growth are available to all. This location has over 53,800 annual patrons. Hours of operation are from 9:30 a.m. to 8:00 p.m Monday through Thursday; 9:30 a.m. to 6:00 p.m. Friday and Saturday; closed on Sunday.	4	236	29%	6699 WINDMILL GATE RD	Miami Lakes	33014-6074
18	North Dade Regional Library	YES	99.03	7%	A regional public library that seeks to ensure that opportunities for literacy, learning, and personal growth are available to all. This location has over 148,700 annual patrons. Hours of operation are from 9:30 a.m. to 8:00 p.m Monday through Thursday; 9:30 a.m. to 6:00 p.m. Friday and Saturday; closed on Sunday.	4	N/A	N/A	2455 NW 183 ST	Miami Gardens	33056-3641
19	Doral Library	YES	90.66	14%	A public library that seeks to ensure that opportunities for literacy, learning, and personal growth are available to all. This location has over 61,000 annual patrons. Hours of operation are from 9:30 a.m. to 8:00 p.m Monday through Thursday; 9:30 a.m. to 6:00 p.m. Friday and Saturday; closed on Sunday.	4	1308	86%	8551 NW 53 St. #A107	Doral	33166-0000
Proposed EVSE at Government, Community Resource, Cultural Affairs and Public Safety Sites											
1	Miami-Dade County Auditorium	YES	55.06	24%	A performing arts center located in the heart of Miami's "Little Havana" area.	8	N/A	N/A	2901 W FLAGLER ST	Miami	33135-1338
2	Dennis C. Moss Cultural Arts Center	YES	106.09	22%	A world-class cultural arts center that promotes diverse quality arts and entertainment to people of all backgrounds and ages.	8	204	42%	10950 SW 211 ST	Cutler Bay	33189-2801
3	Sandrell Rivers Theater	YES	19.01	36%	A state-of-the-art performing arts theater and home to Florida's longest running African American Theater organization.	4	604	83%	6101 NW 7 AVE	Miami	33127-1111

MDC015

MIAMI-DADE COUNTY
COMMUNITY ELECTRIC VEHICLE CHARGER LOCATIONS

MAP ID*	FACILITY NAME	US DOT DISADVANTAGED AREA	CENSUS TRACT	% POVERTY RATE WITHIN CENSUS TRACT (Rounded)	DESCRIPTION	LEVEL 2 CHARGERS # PORTS	# MULTI-FAMILY UNITS**	% OF HOUSING STOCK THAT ARE MULTI-FAMILY UNITS (above 100 units) WITHIN CENSUS BLOCK GRP	STREET ADDRESS	CITY	ZIP CODE
4	Culmer Community Resource Center	YES	31	48%	Community Resource Centers offer a variety of social services to economically disadvantaged individuals and families interested in achieving self-sufficiency. Hours of operation are M-F, 8am to 5 pm	4	438	40%	1600 NW 3 AVE	Miami	33136-1810
5	Florida City-Homestead Community Resource Center	YES	112.04	5%	Community Resource Centers offer a variety of social services to economically disadvantaged individuals and families interested in achieving self-sufficiency. Hours of operation are M-F, 8am to 5 pm	4	121	15%	1600 NW 6 CT	Homestead	33034-1832
6	Miami Gardens Community Resource Center	YES	4.02	25%	Community Resource Centers offer a variety of social services to economically disadvantaged individuals and families interested in achieving self-sufficiency. Hours of operation are M-F, 8am to 5 pm	4	N/A	N/A	16555 NW 25 AVE	Miami Gardens	33054-6581
7	Miami-Dade Fire Rescue Station 1	NO	93.12	13%	Miami-Dade Fire Rescue station. This site is staffed 24 hours per day.	4	236	29%	16699 NW 67 Ave.	Miami Lakes	33014
8	MDPD Headquarters Visitor Parking	NO	90.1	16%	Miami-Dade Police Department. This site is manned 24 hours per day.	4	903	83%	9101 NW 25 ST	Doral	33172-1500
9	MDPD Kendall District Visitor Parking	YES	84.31	36%	Miami-Dade Police Department. This site is staffed 24 hours per day.	4	112	39%	7707 SW 117 AVE	Unincorporated County	33183-3823
10	MDPD Northside District Visitor Parking	YES	10.08	19%	Miami-Dade Police Department. This site is staffed 24 hours per day.	4	N/A	N/A	799 NW 81 ST	Unincorporated County	33150-0000
11	MDPD South District Visitor Parking	YES	106.09	22%	Miami-Dade Police Department. This site is staffed 24 hours per day.	4	204	42%	10700 SW 211 ST	Cutler Bay	33189-0000
12	Joseph Caleb Auditorium	YES	18.01	45%	Center--Hours of Operation M-F, 7:30am - 4pm	6	N/A	N/A	5400 NW 22 AVE	Unincorporated County	33142-3007
13	South Dade Regional Library/Government Center	YES	106.09	22%	Government Services complex that includes South Dade Government Center Hours of Operation M-F 9 am-4 pm and a Regional Library Hours of Operation, Mon - Thurs 9:30am - 8pm & Friday 9:30am -6pm	6	204	42%	10710 SW 211 ST	Cutler Bay	33189-2834
14	North Dade Justice Center	YES	1.09	24%	County Courthouse. Hours of Operation are Monday-Friday, 9 a.m. to 4 p.m.	4	556	67%	15555 BISCAYNE BLVD	North Miami	33160-4615
Proposed EVSE at Miami Dade College and Miami Gardens Sites											
1	Miami Dade College Hialeah Campus	YES	7.05	23%	Students enrolled per year: 12,000. There is no student housing on campus.	6	750	87%	1780 W 49th Street	Hialeah	33012
2	Miami Dade College Homestead Campus	YES	111.04	33%	Students enrolled per year: 10,000. There is no student housing on campus.	6	N/A	N/A	500 College Terrace	Homestead	33033
3	Miami Dade College Kendall Campus	YES	84.25	22%	Students enrolled per year: 35,000. There is no student housing on campus.	8	222	23%	11011 SW 104 Street	Unincorporated County	33176-3393
4	Miami Dade College Medical Campus	YES	30.01	43%	Students enrolled per year: 15,000. There is no student housing on campus.	6	270	85%	950 NW 20th St.	Miami	33127

MDC016

MIAMI-DADE COUNTY
COMMUNITY ELECTRIC VEHICLE CHARGER LOCATIONS

MAP ID*	FACILITY NAME	US DOT DISADVANTAGED AREA	CENSUS TRACT	% POVERTY RATE WITHIN CENSUS TRACT (Rounded)	DESCRIPTION	LEVEL 2 CHARGERS # PORTS	# MULTI-FAMILY UNITS**	% OF HOUSING STOCK THAT ARE MULTI-FAMILY UNITS (above 100 units) WITHIN CENSUS BLOCK GRP	STREET ADDRESS	CITY	ZIP CODE
5	Miami Dade College North Campus	YES	5.08	42%	Students enrolled per year: 40,000. There is no student housing on campus.	8	451	49%	11380 NW 27th Ave.	Unincorporated County	33167-3495
6	Miami Dade College Padrón Campus	YES	54.07	22%	Students enrolled per year: 12,000. There is no student housing on campus.	6	102	22%	627 SW 27th Ave.	Doral	33135
7	Miami Dade College West Campus	NO	90.10	12%	Students enrolled per year: 10,000. There is no student housing on campus.	6	N/A	N/A	3800 NW 115th Ave.	Doral	33178
8	Miami Dade College Wolfson Campus	YES	37.07	19%	Students enrolled per year: 30,000. There is no student housing on campus.	6	1449	97%	300 NE Second Ave.	Miami	33132
9	City of Miami Gardens-Betty T Ferguson Complex	YES	100.12	11%	Multi-use Recreational Complex that includes: Amphitheater, Auditorium, Basketball Court, Dance Studio, Exercise Trail, Fitness Center, Football Field, Locker Room, Meeting Rooms, Soccer Field, Swimming Pool, Track, Volleyball, and Walking Track. The Center is open Monday-Friday from 7 a.m. to 9 p.m. and Saturday 8 a.m. to 9 p.m.	4	N/A	N/A	3000 NW 199th St	Miami Gardens	33056
10	City of Miami Gardens-City Hall	YES	99.03	7%	Government services and offices. Hours of operation Monday -Thursday from 7AM to 4PM.	4	N/A	N/A	18605 NW 27th Ave	Miami Gardens	33056
11	City of Miami Gardens-Senior Family Center	NO	99.05	12%	Senior Activity Center. Hours of operation Monday -Thursday from 7 a.m. to 4 p.m.	4	N/A	N/A	18330 NW 12 AVE	Miami Gardens	33056
12	City of Miami Gardens-Bunch Park	YES	4.02	25%	Multi-use Recreational Complex that includes: Basketball Court, Football Field, Indoor Volleyball, Indoor Walking Track, Locker Rooms, Meeting Rooms, Playground, Soccer Field, Stadium & Track	4	N/A	N/A	15600 BUNCHE PARK DR	Miami Gardens	33056

* Map ID number corresponds to numbers and colors depicted on Maps A-1 through A-5.

** Multi-Family defined as buildings with greater than or equal to 20 units. Multi-Family Unit count only provided for Census Block Groups with at least 100 multi-family residential units.

MDC017

MIAMI-DADE COUNTY DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES
PROJECT TITLE: CHARGING AND FUELING INFRASTRUCTURE GRANT PROGRAM

INTERLOCAL AGREEMENT
BETWEEN
MIAMI-DADE COUNTY AND THE MIAMI DADE COLLEGE BOARD OF TRUSTEES

THIS Interlocal Agreement ("Agreement") is entered into as of the ____ day of _____, 2024 by and between **MIAMI-DADE COUNTY** ("County"), a political subdivision of the State of Florida, having the principal place of business at 111 N.W. 1st Street, Miami, Florida 33128, Attention: Kimberly Brown and **THE [[~~MIAMI DADE COLLEGE BOARD OF TRUSTEES~~]]>>DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE, FLORIDA<<** ("College"), a political subdivision of the State of Florida, having the principal place of business at [[~~11011 SW 104 Street, Miami, Florida 33176~~]] >>300 NE 2nd Ave, Miami, FL, 33131<<, Attention: Antonio Delgado>>, VP of Innovation and Tech Partnerships<<.

INTERLOCAL AGREEMENT

An Agreement between MIAMI-DADE COUNTY and THE MIAMI DADE COLLEGE BOARD OF TRUSTEES shall be established with the following provisions:

Section I – History of Collaborative Relationships

The Partners to this agreement have a long-standing history of working collaboratively.

1.1 **The [[~~Miami Dade College Board of Trustees~~]]>>District Board of Trustees of Miami Dade College, Florida<<** (College)

Under Article IX, Section 8 of the Florida Constitution, Miami Dade College's purpose is to achieve excellence and to provide access to undergraduate education to the students of this state; to originate articulated pathways to a baccalaureate degree; to ensure superior commitment to teaching and learning; and to respond quickly and efficiently to meet the demand of communities by aligning certificate and degree programs with local and regional workforce needs.

1.2 **The Office of Resilience** (OOR)

OOR leads the County's effort to create resilient and sustainable solutions related to economic, social, and environmental challenges and opportunities in collaboration with internal and external partners. Their portfolio includes, but is not limited to, matters relating to climate change mitigation, resilience implementation, extreme heat, resilience communications and partnerships, matters relating to Biscayne Bay, adaptation to sea level rise, and resilience policy/legislation. OOR was created to assist departments and lead initiatives that enable the County to target and realize improved performance that simultaneously values economic, social, and environmental impacts and opportunities. OOR works jointly with County departments, executive management, and external agencies and organizations.

Section II – Terms of Agreement

This Agreement establishes an agreement between the College and the County, through the Miami-Dade Office of Resilience, whereby the College agrees to do certain work to be reimbursed by the County pursuant to the terms and conditions provided herein which is in furtherance of the goals of the Federal Highway Administration (FHWA) Charging and Fueling Infrastructure (CFI) Grant Program which was awarded to Miami-Dade County on August 27, 2024. The College and the County may also be referred to herein as the Partners.

2.1 **College's Responsibilities**

The College agrees to complete the hereto described Project:

1) Installation of [[~~six (6)~~]]>>four (4)<< Level 2 EVSE charging ports at the Miami Dade College Hialeah Campus to be made available for use by the general public.
2) Installation of six (6) Level 2 EVSE charging ports at the Miami Dade College Homestead Campus to be made available for use by the general public.
3) Installation of eight (8) Level 2 EVSE charging ports at the Miami Dade College Kendall Campus to be made available for use by the general public.
4) Installation of six (6) Level 2 EVSE charging ports at the Miami Dade College Medical Campus to be made available for use by the general public.
5) Installation of [[~~eight (8)~~]]>>ten (10)<< Level 2 EVSE charging ports at the Miami Dade College North Campus to be made available for use by the general public.
6) Installation of six (6) Level 2 EVSE charging ports at the Miami Dade College Padrón Campus to be made available for use by the general public.
7) Installation of six (6) Level 2 EVSE charging ports at the Miami Dade College West Campus to be made available for use by the general public.
8) Installation of six (6) Level 2 EVSE charging ports at the Miami Dade College Wolfson Campus to be made available for use by the general public.

The installations will be completed in two phases including: 1) Project Planning; and 2) EVSE Installation, Operation and Maintenance as described below:

Project Planning (Phase 1)

Phase 1 includes site assessment, design of the necessary improvements, and environmental review. The assessment is an evaluation to determine the potential to place electric vehicle chargers at the facility and identify infrastructure improvements needed to allow for the installation of electric vehicle charging stations. The site assessment will identify any needed upgrades to the electrical capacity currently serving the facility and any potential safety impacts that need to be mitigated in the final design. The design will include construction documents and permitting to provide the required infrastructure to install EV charging equipment. The design will comply with 23 C.F.R. Part 680 and applicable accessibility standards contained in 49 C.F.R. Part 37 and 28 C.F.R. Parts 35 and 36. Awards under the CFI Program are subject to the National Environmental Policy Act (NEPA). Given that all projects are located on existing parking facilities, it is anticipated that all actions proposed in this application would qualify for NEPA Categorical Exclusions found in 23 C.F.R. § 771.117(c). During the Project Planning Phase, all projects will be analyzed to determine whether the project results in impacts to natural, community, or

historical resources. Appropriate forms and documentation will be submitted for review and approval in accordance with established programmatic agreements.

EVSE Installation, Operation and Maintenance (Phase 2)

Phase 2 will include all necessary site upgrades to allow for EVSE installation, operation and maintenance. This phase will include a competitive procurement process that leverages private sector financing to maximize the investment in public EVSE. Similar to the process outlined in the State of Florida Electric Vehicle Infrastructure Deployment Plan, this phase will include a market-based procurement and establishment of scoring criteria that supports diverse implementation strategies proposed by the private sector to achieve the best use of the public funding. The procurement process will comply with 23 C.F.R. Part 635 and/or Part 636, as applicable. The competitive procurement process will identify a third-party entity to complete all necessary site upgrades and EVSE installation. Miami Dade College will retain ownership of all site improvements including the EVSE. The third-party entity will be responsible for charger operation and maintenance, in accordance with the requirements contained in 23 C.F.R. Part 680, for a minimum of five years. If sites are released through multiple solicitations, no less than half of the sites within each solicitation shall be located within federally designated Disadvantaged Communities.

Cost Match

The College will provide NEPA Assessment and Permitting, estimated to total $16,000 ($2,000 per site), as cash match. The College will contract with a third-party operator to provide operation and maintenance of the EVSE, estimated to total $213,200, as a third-party cost match. See Section 2.3 for additional requirements for contracts with a private entity.

2.2 **Miami-Dade County's Responsibilities**

Miami-Dade County (County) shall:

a) Provide reimbursement to the College for actual costs for approved work associated with the project in accordance with the budget provided in Attachment 1, not to exceed a total project cost of $543,764 to the extent such costs are in accordance with this agreement and requisite supporting documentation has been submitted by the College.
b) Furnish data necessary for completion of the project deliverables upon request by the College.

2.3 **Compliance with Federal Requirements**

The College affirms that:

1. it has the authority to receive Federal financial assistance under the project-specific agreement;
2. it has the legal authority to complete the Project (as described in Section 2.1 of this agreement);

3. it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under the project-specific agreement;
4. not less than $16,000 is committed to fund the Project;
5. it has sufficient funds available to ensure that infrastructure completed or improved under the project-specific agreement will be operated and maintained in compliance with that agreement and applicable Federal law;
6. the individual executing the project-specific agreement on behalf of the College has authority to enter the project-specific agreement and make the statements in this agreement on behalf of the College; and
7. the Project will be performed in compliance with the National Electric Vehicle Infrastructure Standards and Requirements under 23 CFR part 680 including but not limited to the data reporting requirements under 23 CFR 680.112.

Responsibilities of the College shall include the following:

Authorized Expenditures.

i. The College shall only request reimbursement for authorized expenses as defined in the Charging and Fueling Infrastructure Notice of Funding Opportunity Number 693JJ323NF00004. Supporting documentation must be submitted along with invoices for reimbursement to justify that project costs are in accordance with the Federal grant requirements and the terms of this agreement. Such documentation may include, but is not limited to, financial statements, timesheets, and salary information.
ii. The College shall make available to the County, upon request, information that is necessary to justify that project costs are necessary and reasonable. This may include, but is not limited to, financial statements, timesheets, and salary information.
iii. The College shall reimburse the County for any expenses paid by the County under the terms of this contract that are later found to not be allowable expenses by the Federal Highway Administration.

Progress and Financial Reporting.

i. On or before the 10th day of the first month of each calendar year quarter and until the end of the period of performance, the College shall submit to the County a Quarterly Project Progress Report and Recertification in the format and with the content described in Attachment [[~~B~~]]>>2<<. If the date of this agreement is in the final month of a calendar year quarter, then the College shall submit the first Quarterly Project Progress Report and Recertification in the second calendar year quarter that begins after the date of this agreement.
ii. Final Progress Reports and Financial Information. No later than 110 days after the end of the period of performance, the College shall submit to the County: (1) a Final Project Progress Report and Recertification in the format and with the content described in Attachment [[~~B~~]]>>2<< for each Quarterly Project Progress Report and Recertification, including a final Federal Financial Report (SF-425); and (2) any other information required under FHWA award closeout procedures.

Minimum Wage Rates. The College shall include, in all contracts in excess of $2,000 for construction work to be performed under the Project on a Federal-aid highway (or work that is treated as if performed on a Federal-aid highway), provisions establishing minimum

rates of wages, to be predetermined by the United States Secretary of Labor, in accordance with 23 U.S.C. §§ 113 and 109(s)(2), as applicable, that contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

Buy America. (a) Steel, iron, and manufactured products used in the Project are subject to 23 U.S.C. § 313, as implemented by the FHWA. The College acknowledges that the project-specific agreement is neither a waiver of 23 U.S.C. § 313(a) nor a finding under section 313(b). (b) Construction materials used in the Project are subject to the domestic preference requirement at section 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021), as implemented by Office of Management and Budget (OMB), USDOT, and FHWA. The College acknowledges that the project-specific agreement is neither a waiver of section 70914(a) nor a finding under section 70914(b). (c) Under 2 C.F.R. § 200.322, as appropriate and to the extent consistent with law, the College should, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The College shall include the requirements of 2 C.F.R. § 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

Small and Disadvantaged Business Requirements. The College shall comply with 49 C.F.R. Part 26 ("Participation by disadvantaged business enterprises in Department of Transportation financial assistance programs"), which applies to the College under 49 C.F.R. § 26.3(a).

Engineering and Design Services. As applicable, the College shall award each contract or sub- contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services that is negotiated under the Brooks Act, 40 U.S.C. § 1101–1104 as implemented in 23 U.S.C. § 112(b)(2), or an equivalent qualifications-based requirement prescribed for or by the College and approved in writing by the USDOT.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The College acknowledges that Section 889 of Pub. L. No. 115-232 and 2 C.F.R. § 200.216 prohibit the College from procuring or obtaining certain telecommunications and video surveillance services or equipment under the Grant award.

Pass-through Entity Responsibilities. If the College makes a subaward under the Grant award, the College shall comply with the requirements on pass-through entities under 2 C.F.R. Parts 200 and 1201, including 2 C.F.R. § 200.331–200.333 and 23 U.S.C. § 106(g)(4) where applicable.

Subaward and Contract Authorization. (a) If the FHWA Office for Subaward and Contract Authorization identified in section 7 of schedule A is "FHWA Division," then the College shall comply with subaward and contract authorization requirements under 23 C.F.R Chapter I. (b) If the FHWA Office for Subaward and Contract Authorization identified in section 7 of schedule A is "FHWA Office of Acquisition and Grants Management," then the College may be required to obtain prior written approval from the FHWA agreement officer

pursuant to 2 C.F.R. § 200.308 and 23 C.F.R. § 172 as applicable for the subaward or contracting out of any CFI Planning Grant work under the project-specific agreement above the Simplified Acquisition Threshold. Approvals under 2 C.F.R. § 200.308 will be contingent upon a fair and reasonable price determination on the part of the College and the agreement officer's concurrence on that determination. This provision does not apply to the acquisition of supplies, material, equipment, or general support services.

Contract with a Private Entity.

i. The College may enter into a contract with a Private Entity for the acquisition, construction, installation, operations or maintenance of the charging and fueling infrastructure provided for under the Grant award as provided by 23 U.S.C. § 151(f)(8)(H).
ii. The College must require the Private Entity to pay the non-Federal cost share for the portion of the contract value that includes acquisition, construction, installation, operations, and maintenance of charging and fueling infrastructure as required by 23 U.S.C. §§ 151(f)(8)(H) and 151(f)(10)(B). If the College is unable to execute a contract with the Private Entity to pay the non-Federal cost share, FHWA will not consider the College to be in violation or noncompliance of the grant agreement pursuant to 23 C.F.R. § 1.36. The College shall be ultimately responsible for meeting the non-Federal share under the award.
iii. As provided at 23 U.S.C. § 151(f)(6)(E)(i), contracts awarded for the acquisition and installation of charging and fueling infrastructure under award may provide for revenue sharing between the College and the Private Entity. Pursuant to 23 U.S.C. § 151(f)(6)(E)(ii), any revenues received by the College under such an arrangement must be used only for projects that are eligible under title 23, United States Code.

Consultation with Indian Tribes. As provided at 23 U.S.C. § 151(f)(6)(B), any charging and fueling infrastructure acquired or installed with funds awarded under 23 U.S.C. § 151(f) shall be located along alternate fuel corridors that have been designed under 23 U.S.C. § 151 only if any affected Indian Tribes are consulted prior to the designation. Accordingly, prior to commencing any work for the acquisition or installation of charging and fueling infrastructure under the award, the College must produce documentation demonstrating that any affected Tribes have been consulted concerning such acquisition and installation. Such consultation may be satisfied through other applicable required processes, such as the Section 106 (of the National Historic Preservation Act) process.

Section III – Term of the Agreement

The term of this Agreement shall commence on the last date of execution by the Partners and continue up to five years after the date of execution. The parties may mutually agree >>through a written amendment<< to exercise a one (1) one-year option to renew period.

This Agreement may be terminated by either of the Partners with a 30-day written Notice of Termination following determination by FHWA that such termination would not render the County in non-compliance with its grant agreement. Such determination must be obtained by the party wishing to terminate this agreement. Expenses incurred by the College following notice of termination by the County will not be reimbursed.

Section IV – Project Management and Notice

The Project Manager for the County is Kimberly Brown, Director, Resilience Planning and Implementation. The Project Manager for the College is [[~~Antoino Delgado~~]] >>Oscar Cortina Gault, Senior Project Manager<<. The Partners shall direct all matters arising in connection with the performance of this Agreement to the attention of the Project Managers for attempted resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this Agreement.

All notices, demands, or other communications to Miami-Dade County related to this Agreement shall be in writing and shall be deemed received if sent by certified mail to:

Miami-Dade County
Attention: Kimberly Brown, Resilience Planning Director
Office of Resilience
Department of Regulatory and Economic Resources
111 NW 1st Street, 12th Floor
Miami, Florida 33128

All notices, demands, or other communications to Miami Dade College under this Agreement shall be in writing and shall be deemed received if sent by certified mail to:

Miami Dade College
Attention: Antonio Delgado, >>VP of Innovation and Tech Partnerships<<
[[~~11011 SW 104 Street~~
~~Miami, Florida 33176~~]]
>>300 NE 2nd Ave, Miami, FL, 33131. Room 8523<<

>>With Copy To :
Javier A. Ley-Soto, Esq.
General Counsel
Miami Dade College
Office of Legal Affairs
300 N.E. 2nd Avenue, Room 1453
Miami, FL 33132<<

All notices required by this Agreement shall be considered delivered upon receipt. Should any of the Partners change its address, written notice of such new address shall promptly be sent to the other.

Section V – Records Retention/Ownership

As provided below, all Partners shall maintain all records related to this Agreement, and particularly for tasks under their purview pursuant to this Agreement, and all Partners shall have inspection and audit rights. Documents which are deemed to be public records under the Florida Public Records Act may be subject to compelled disclosure under Florida law, notwithstanding the fact that those documents are stored by a private party.

Maintenance of Records

All Partners shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this Agreement, including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of at least five (5) years from the expiration or termination date of this Agreement, or longer as required pursuant to the Florida Public Records Act.

Examination of Records

All Partners or their designated agents shall have the right to examine, in accordance with generally accepted governmental auditing standards, all records directly or indirectly related to this Agreement. Such examination may be within five (5) years from the expiration or termination of this Agreement, or longer as required pursuant to the Florida Public Records Act, and upon reasonable notice, time and place.

Extended Availability of Records for Legal Disputes

In the event that any of the Partners should become involved in a legal dispute with a third party arising from performance under this Agreement, the other Partners shall extend the period of maintenance for all records relating to this Agreement until the final disposition of the legal dispute, and all such records shall be made readily available.

Exemption

Any and all information not subject to disclosure under federal law, including but not limited to any and all criminal intelligence any and all criminal investigative information, any and all law enforcement related information obtained, retained or created by the United States Attorney's Office is exempt from the requirements of this Section. Notwithstanding this paragraph, documents which are deemed to be public records subject to disclosure under the Florida Public Records Act could be subject to compelled disclosure under Florida law.

Public Records

IF MIAMI DADE COLLEGE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FSU'S DUTY TO PROVIDE RECORDS, CONTACT THE CUSTODIAN OF

PUBLIC RECORDS AT Tere Florin, (305) 375-2805, rerpublicrecords@miamidade.gov, 111 N.W. 1st Street, 11th Floor, Miami, FL 33128

IF THE MIAMI-DADE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Miami Dade College, Office of the General Counsel, Attn. Custodian of Public Records, [[~~11011 SW 104 Street, Miami, Florida 33176, (305)237-2577~~]]>>300 NE 2nd Avenue, Suite 1453, Miami, Florida, (305)237-3694<<.

To the extent required by applicable law, the College shall:

1. Keep and maintain public records required by County in connection with this Agreement.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119 of the Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the College does not transfer the records to the County.
4. Upon completion or termination of this Agreement, transfer, at no cost, to the County all public records in possession of the College or keep and maintain public records required by the County in connection with this Agreement. If the College transfers all public records to the County upon completion or termination of this Agreement, the College shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the College keeps and maintains public records upon completion or termination of this Agreement, the College shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon written request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

Section VI- Indemnification

The College shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of dense, which the College or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the College or its employees, agents, servants, partners, principals or subcontractors. The College shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or proceedings, and shall pay all costs, judgments and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitation of Section 768.28 Fla. Stat., subject to the provisions to that Statute whereby the College shall not

be held liable to pay a personal injury or property damage claim or judgement by any one person which exceeds the sum of $200,000, or any claim or judgement or portions thereof, which, when totaled with all other claims or judgement paid by the College arising out of the same incident or occurrence, exceed the sum of $300,000 from any and all personal injury or property damage claims, liabilities, losses or causes or action which may arise as a result of the negligence of the College. >>Nothing herein shall be deemed a waiver of College's sovereign immunity, except as set forth herein.<<

>>The County shall indemnify and hold harmless the College and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of dense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the County or its employees, agents, servants, partners, principals or subcontractors. The County shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or proceedings, and shall pay all costs, judgments and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitation of Section 768.28 Fla. Stat., subject to the provisions to that Statute whereby the County shall not be held liable to pay a personal injury or property damage claim or judgement by any one person which exceeds the sum of $200,000, or any claim or judgement or portions thereof, which, when totaled with all other claims or judgement paid by the County arising out of the same incident or occurrence, exceed the sum of $300,000 from any and all personal injury or property damage claims, liabilities, losses or causes or action which may arise as a result of the negligence of the College.<<

Section X- MISCELLANEOUS

A. Amendment/Modification. Any alterations, variations, modifications, extensions or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly approved by both Parties, and attached to the original of this Agreement.
B. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The College agrees to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. In case of a dispute, the legal proceedings will be brought in a court of competent jurisdiction. >>Venue for disputes arising from this Agreement shall be the courts of competent jurisdiction located in Miami-Dade County, Florida.<<
C. Representation. The College represents that this Agreement has been duly authorized, executed and delivered by the Board of Trustees, which, as the governing body of the College, has the required power and authority to perform this Agreement.
D. Waiver. There shall be no waiver of any right related to this Agreement unless in writing and signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this Agreement.
E. Independent Contractor. The College shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the

County. The College shall have control of the work performed in accordance with the terms of this Agreement and of all persons performing the same, and County shall be responsible for the acts and omissions of its officers, agents, employees, contactors, and subcontractors, if any.

Section VII – Signatures

IN WITNESS WHEREOF, the Partners or their duly authorized representatives hereby execute this Agreement on the date first written above.

THE MIAMI DADE COLLEGE BOARD OF TRUSTEES, FLORIDA

BY: _____Signature
(_____ or Designee)

_____
(Name Typed)

Date: _____

>>Approved as to Form and Legal Sufficiency by:

_____
L. Christopher Saunders, Esq.
Assistant General Counsel
Office of Legal Affairs

Approved as to Form and Legal Sufficiency by:

_____
Javier Ley-Soto, Esq.
General Counsel
Office of Legal Affairs<<

MIAMI-DADE COUNTY

_____
Legal Name of Contracting Party

BY:_____
Signature

Name: _____
(Name Typed) (Title) (Date)

Address: _____

_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
(as to the County):

_____
County Attorney – Signature
Date

MIAMI-DADE COUNTY DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES
PROJECT TITLE: CHARGING AND FUELING INFRASTRUCTURE GRANT PROGRAM

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

THIS Interlocal Agreement ("Agreement") is entered into as of the ____ day of _____, 2024, by and between **MIAMI-DADE COUNTY** ("County"), a political subdivision of the State of Florida, having the principal place of business at 111 N.W. 1st Street, Miami, Florida 33128, Attention: Kimberly Brown and **THE CITY OF MIAMI GARDENS** ("City"), a political subdivision of the State of Florida, having the principal place of business at 18605 NW 27th Avenue, Miami Gardens, Florida 33056, Attention: Dr. James Poag.

INTERLOCAL AGREEMENT

An Agreement between MIAMI-DADE COUNTY and THE CITY OF MIAMI GARDENS, Florida shall be established with the following provisions:

Section I – History of Collaborative Relationships

The Partners to this agreement have a long-standing history of working collaboratively.

1.1 **The City of Miami Gardens** (City)

The City of Miami Gardens is a municipality. As provided in s. 2(b), Art. VIII of the State Constitution, municipalities shall have governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law.

1.2 **The Office of Resilience** (OOR)

OOR leads the County's effort to create resilient and sustainable solutions related to economic, social, and environmental challenges and opportunities in collaboration with internal and external partners. Their portfolio includes, but is not limited to, matters relating to climate change mitigation, resilience implementation, extreme heat, resilience communications and partnerships, matters relating to Biscayne Bay, adaptation to sea level rise, and resilience policy/legislation. OOR was created to assist departments and lead initiatives that enable the County to target and realize improved performance that simultaneously values economic, social, and environmental impacts and opportunities. OOR works jointly with County departments, executive management, and external agencies and organizations.

Section II – Terms of Agreement

This Agreement establishes an agreement between the City and the County, through the Miami-Dade Office of Resilience, whereby the City agrees to do certain work to be reimbursed by the County pursuant to the terms and conditions provided herein which is in furtherance of the goals of the Federal Highway Administration (FHWA) Charging and Fueling Infrastructure (CFI) Grant Program which was awarded to Miami-Dade County on August 27, 2024. The City and the County may also be referred to herein as the Partners.

2.1 **City's Responsibilities**

The City agrees to complete the hereto described Project:

1) Installation of four (4) Level 2 EVSE charging ports at the Betty T Ferguson Complex to be made available for use by the general public.
2) Installation of [[~~four (4)~~]]>>eight (8)<< Level 2 EVSE charging ports at the City of Miami Gardens City Hall to be made available for use by the general public.
3) Installation of four (4) Level 2 EVSE charging ports at the City of Miami Gardens Senior Family Center to be made available for use by the general public.
[[~~4) Installation of four (4) Level 2 EVSE charging ports at the City of Miami Gardens Bunch Park to be made available for use by the general public.~~]]

The installations will be completed in two phases including: 1) Project Planning; and 2) EVSE Installation, Operation and Maintenance as described below:

Project Planning (Phase 1)

Phase 1 includes site assessment, design of the necessary improvements, and environmental review. The assessment is an evaluation to determine the potential to place electric vehicle chargers at the facility and identify infrastructure improvements needed to allow for the installation of electric vehicle charging stations. The site assessment will identify any needed upgrades to the electrical capacity currently serving the facility and any potential safety impacts that need to be mitigated in the final design. The design will include construction documents and permitting to provide the required infrastructure to install EV charging equipment. The design will comply with 23 C.F.R. Part 680 and applicable accessibility standards contained in 49 C.F.R. Part 37 and 28 C.F.R. Parts 35 and 36. Awards under the CFI Program are subject to the National Environmental Policy Act (NEPA). Given that all projects are located on existing parking facilities, it is anticipated that all actions proposed in this application would qualify for NEPA Categorical Exclusions found in 23 C.F.R. § 771.117(c). During the Project Planning Phase, all projects will be analyzed to determine whether the project results in impacts to natural, community, or historical resources. Appropriate forms and documentation will be submitted for review and approval in accordance with established programmatic agreements.

EVSE Installation, Operation and Maintenance (Phase 2)

Phase 2 will include all necessary site upgrades to allow for EVSE installation, operation and maintenance. This phase will include a competitive procurement process that leverages private sector financing to maximize the investment in public EVSE. Similar to the process outlined in the State of Florida Electric Vehicle Infrastructure Deployment

Plan, this phase will include a market-based procurement and establishment of scoring criteria that supports diverse implementation strategies proposed by the private sector to achieve the best use of the public funding. The procurement process will comply with 23 CFR Part 635 and/or Part 636, as applicable. The competitive procurement process will identify a third-party entity to complete all necessary site upgrades and EVSE installation. The City will retain ownership of all site improvements including the EVSE. The third-party entity will be responsible for charger operation and maintenance, in accordance with the requirements contained in 23 C.F.R. Part 680, for a minimum of five years. If sites are released through multiple solicitations, no less than half of the sites within each solicitation shall be located within federally designated Disadvantaged Communities.

Cost Match

The City will provide NEPA Assessment and Permitting, estimated to total $8,000 ($2,000 per site), as cash match. The City will contract with a third-party operator to provide operation and maintenance of the EVSE, estimated to total $65,600, as a third-party cost match. See Section 2.3 for additional requirements for contracts with a private entity.

2.2 **Miami-Dade County's Responsibilities**

Miami-Dade County (County) shall:

a) Provide reimbursement to the City for actual costs for approved work associated with the project in accordance with the budget provided in Attachment 1, not to exceed a total project cost of $205,432, to the extent such costs are in accordance with this agreement and requisite supporting documentation has been submitted by the City.
b) Furnish data necessary for completion of the project deliverables upon request by the City.

2.3 **Compliance with Federal Requirements**

The City affirms that:

1. it has the authority to receive Federal financial assistance under the project-specific agreement;
2. it has the legal authority to complete the Project (as described in Section 2.1 of this agreement);
3. it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under the project-specific agreement;
4. not less than $8,000.00 is committed to fund the Project;
5. it has sufficient funds available to ensure that infrastructure completed or improved under the project-specific agreement will be operated and maintained in compliance with that agreement and applicable Federal law;
6. the individual executing the project-specific agreement on behalf of the City has authority to enter the project-specific agreement and make the statements in this agreement on behalf of the City; and
7. the Project will be performed in compliance with the National Electric Vehicle Infrastructure Standards and Requirements under 23 CFR part 680 including but not limited to the data reporting requirements under 23 CFR 680.112.

Responsibilities of the City shall include the following:

Authorized Expenditures.

i. The City shall only request reimbursement for eligible project costs as defined in the Charging and Fueling Infrastructure Notice of Funding Opportunity Number 693JJ323NF00004. Supporting documentation must be submitted along with invoices for reimbursement to justify that project costs are in accordance with the Federal grant requirements and the terms of this agreement. Such documentation may include, but is not limited to, financial statements, timesheets, and salary information.

ii. The City shall make available to the County, upon request, information that is necessary to justify that project costs are necessary and reasonable. This may include, but is not limited to, financial statements, timesheets, and salary information.

iii. The City shall reimburse the County for any expenses paid by the County under the terms of this contract that are later found to not be allowable expenses by the Federal Highway Administration.

Progress and Financial Reporting.

i. On or before the 10th day of the first month of each calendar year quarter and until the end of the period of performance, the City shall submit to the County a Quarterly Project Progress Report and Recertification in the format and with the content described in Attachment [[~~B~~]]>>2<<. If the date of this agreement is in the final month of a calendar year quarter, then the City shall submit the first Quarterly Project Progress Report and Recertification in the second calendar year quarter that begins after the date of this agreement.

ii. Final Progress Reports and Financial Information. No later than 110 days after the end of the period of performance, the City shall submit to the County: (1) a Final Project Progress Report and Recertification in the format and with the content described in Attachment [[~~B~~]]>>2<< for each Quarterly Project Progress Report and Recertification, including a final Federal Financial Report (SF-425); and (2) any other information required under FHWA award closeout procedures.

Minimum Wage Rates. The City shall include, in all contracts in excess of $2,000 for construction work to be performed under the Project on a Federal-aid highway (or work that is treated as if performed on a Federal-aid highway), provisions establishing minimum rates of wages, to be predetermined by the United States Secretary of Labor, in accordance with 23 U.S.C. §§ 113 and 109(s)(2), as applicable, that contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

Buy America. (a) Steel, iron, and manufactured products used in the Project are subject to 23 U.S.C. § 313, as implemented by the FHWA. The City acknowledges that the project-specific agreement is neither a waiver of 23 U.S.C. § 313(a) nor a finding under section 313(b). (b) Construction materials used in the Project are subject to the domestic preference requirement at section 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021), as implemented by Office of Management and Budget (OMB), USDOT, and FHWA. The City acknowledges that the project-specific agreement is neither a waiver of section 70914(a) nor a finding under section 70914(b). (c) Under 2 C.F.R. § 200.322, as appropriate and to the extent

consistent with law, the City should, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The City shall include the requirements of 2 C.F.R. § 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

Small and Disadvantaged Business Requirements. The City shall comply with 49 C.F.R. Part 26 ("Participation by disadvantaged business enterprises in Department of Transportation financial assistance programs"), which applies to the City under 49 C.F.R. § 26.3(a).

Engineering and Design Services. As applicable, the City shall award each contract or sub- contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services that is negotiated under the Brooks Act, 40 U.S.C. § 1101–1104 as implemented in 23 U.S.C. § 112(b)(2), or an equivalent qualifications-based requirement prescribed for or by the City and approved in writing by the USDOT.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The City acknowledges that Section 889 of Pub. L. No. 115-232 and 2 C.F.R. § 200.216 prohibit the City from procuring or obtaining certain telecommunications and video surveillance services or equipment under the Grant award.

Pass-through Entity Responsibilities. If the City makes a subaward under the Grant award, the City shall comply with the requirements on pass-through entities under 2 C.F.R. Parts 200 and 1201, including 2 C.F.R. §§ 200.331–200.333 and 23 U.S.C. § 106(g)(4) where applicable.

Subaward and Contract Authorization. (a) If the FHWA Office for Subaward and Contract Authorization identified in section 7 of schedule A is "FHWA Division," then the City shall comply with subaward and contract authorization requirements under 23 C.F.R Chapter I. (b) If the FHWA Office for Subaward and Contract Authorization identified in section 7 of schedule A is "FHWA Office of Acquisition and Grants Management," then the City may be required to obtain prior written approval from the FHWA agreement officer pursuant to 2 C.F.R. § 200.308 and 23 C.F.R. § 172 as applicable for the subaward or contracting out of any CFI Planning Grant work under the project-specific agreement above the Simplified Acquisition Threshold. Approvals under 2 C.F.R. § 200.308 will be contingent upon a fair and reasonable price determination on the part of the City and the agreement officer's concurrence on that determination. This provision does not apply to the acquisition of supplies, material, equipment, or general support services.

Contract with a Private Entity.

i. The City may enter into a contract with a Private Entity for the acquisition, construction, installation, operations or maintenance of the charging and fueling infrastructure provided for under the Grant award as provided by 23 U.S.C. § 151(f)(8)(H).
ii. The City must require the Private Entity to pay the non-Federal cost share for the portion of the contract value that includes acquisition, construction, installation,

operations, and maintenance of charging and fueling infrastructure as required by 23 U.S.C. §§ 151(f)(8)(H) and 151(f)(10)(B). If the City is unable to execute a contract with the Private Entity to pay the non-Federal cost share, FHWA will not consider the City to be in violation or noncompliance of the grant agreement pursuant to 23 C.F.R. § 1.36. The City shall be ultimately responsible for meeting the non-Federal share under the award.

iii. As provided at 23 U.S.C. § 151(f)(6)(E)(i), contracts awarded for the acquisition and installation of charging and fueling infrastructure under award may provide for revenue sharing between the City and the Private Entity. Pursuant to 23 U.S.C. § 151(f)(6)(E)(ii), any revenues received by the City under such an arrangement must be used only for projects that are eligible under title 23, United States Code.

Consultation with Indian Tribes. As provided at 23 U.S.C. § 151(f)(6)(B), any charging and fueling infrastructure acquired or installed with funds awarded under 23 U.S.C. § 151(f) shall be located along alternate fuel corridors that have been designed under 23 U.S.C. § 151 only if any affected Indian Tribes are consulted prior to the designation. Accordingly, prior to commencing any work for the acquisition or installation of charging and fueling infrastructure under the award, the City must produce documentation demonstrating that any affected Tribes have been consulted concerning such acquisition and installation. Such consultation may be satisfied through other applicable required processes, such as the Section 106 (of the National Historic Preservation Act) process.

Section III – Term of the Agreement

The term of this Agreement shall commence on the last date of execution by the Partners and continue up to five years after the date of execution. The parties may mutually agree to exercise one (1) one-year option to renew period.

This Agreement may be terminated by either of the Partners with a 30-day written Notice of Termination following determination by FHWA that such termination would not render the County in non-compliance with its grant agreement. Such determination must be obtained by the party wishing to terminate this agreement. Expenses incurred by the City following notice of termination by the County will not be reimbursed.

Section IV – Project Management and Notice

The Project Manager for the County is Kimberly Brown, Director, Resilience Planning and Implementation. The Project Manager for the City is Dr. James Poag. The Partners shall direct all matters arising in connection with the performance of this Agreement to the attention of the Project Managers for attempted resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this Agreement.

All notices, demands, or other communications to Miami-Dade County related to this Agreement shall be in writing and shall be deemed received if sent by certified mail to:

Miami-Dade County

Attention: Kimberly Brown, Resilience Planning Director
Office of Resilience
Department of Regulatory and Economic Resources
111 NW 1st Street, 12th Floor
Miami, Florida 33128

All notices, demands, or other communications to the City of Miami Gardens under this Agreement shall be in writing and shall be deemed received if sent by certified mail to:

City of Miami Gardens
Attention: Dr. James Poag
18605 NW 27th Avenue
Miami Gardens, Florida 33056

All notices required by this Agreement shall be considered delivered upon receipt. Should any of the Partners change its address, written notice of such new address shall promptly be sent to the other.

Section V – Records Retention/Ownership

As provided below, all Partners shall maintain all records related to this Agreement, and particularly for tasks under their purview pursuant to this Agreement, and all Partners shall have inspection and audit rights. Documents which are deemed to be public records under the Florida Public Records Act may be subject to compelled disclosure under Florida law, notwithstanding the fact that those documents are stored by a private party.

Maintenance of Records

All Partners shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this Agreement, including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of at least five (5) years from the expiration or termination date of this Agreement, or longer as required pursuant to the Florida Public Records Act.

Examination of Records

All Partners or their designated agents shall have the right to examine, in accordance with generally accepted governmental auditing standards, all records directly or indirectly related to this Agreement. Such examination may be within five (5) years from the expiration or termination of this Agreement, or longer as required pursuant to the Florida Public Records Act, and upon reasonable notice, time and place.

Extended Availability of Records for Legal Disputes

In the event that any of the Partners should become involved in a legal dispute with a third party arising from performance under this Agreement, the other Partners shall extend the period of maintenance for all records relating to this Agreement until the final disposition of the legal dispute, and all such records shall be made readily available.

Exemption

Any and all information not subject to disclosure under federal law, including but not limited to any and all criminal intelligence any and all criminal investigative information, any and all law enforcement related information obtained, retained or created by the United States Attorney's Office is exempt from the requirements of this Section. Notwithstanding this paragraph, documents which are deemed to be public records subject to disclosure under the Florida Public Records Act could be subject to compelled disclosure under Florida law.

Public Records

IF THE CITY OF MIAMI GARDENS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE RECORDS, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Tere Florin, (305) 375-2805, rerpublicrecords@miamidade.gov, 111 N.W. 1st Street, 11th Floor, Miami, FL 33128

IF THE MIAMI-DADE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT City of Miami Gardens, Office of the General Counsel, Attn. Custodian of Public Records, 18605 NW 27th Avenue, Miami Gardens, Florida 33056, (305)662-8000.

To the extent required by applicable law, the City shall:

1. Keep and maintain public records required by County in connection with this Agreement.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119 of the Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the City does not transfer the records to the County.
4. Upon completion or termination of this Agreement, transfer, at no cost, to the County all public records in possession of the City or keep and maintain public records required by the County in connection with this Agreement. If the City transfers all public records to the County upon completion or termination of this Agreement, the City shall destroy any

duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City keeps and maintains public records upon completion or termination of this Agreement, the City shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon written request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

Section VI- Indemnification

The City shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of dense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the City or its employees, agents, servants, partners, principals or subcontractors. The City shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or proceedings, and shall pay all costs, judgments and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitation of Section 768.28 Fla. Stat., subject to the provisions to that Statute whereby the City shall not be held liable to pay a personal injury or property damage claim or judgement by any one person which exceeds the sum of $200,000, or any claim or judgement or portions thereof, which, when totaled with all other claims or judgement paid by the City arising out of the same incident or occurrence, exceed the sum of $300,000 from any and all personal injury or property damage claims, liabilities, losses or causes or action which may arise as a result of the negligence of the City.

Section X- MISCELLANEOUS

A. Amendment/Modification. Any alterations, variations, modifications, extensions or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly approved by both Parties, and attached to the original of this Agreement.
B. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The City agrees to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. In case of a dispute, the legal proceedings will be brought in a court of competent jurisdiction.
C. Representation. The City represents that this Agreement has been duly authorized, executed and delivered by the governing body of the City and it has the required power and authority to perform this Agreement and has granted the required power and authority to perform this Agreement.
D. Waiver. There shall be no waiver of any right related to this Agreement unless in writing and signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this Agreement.
E. Independent Contractor. The City shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the

County. The City shall have control of the work performed in accordance with the terms of this Agreement and of all persons performing the same, and County shall be responsible for the acts and omissions of its officers, agents, employees, contactors, and subcontractors, if any.

Section VII – Signatures

IN WITNESS WHEREOF, the Partners or their duly authorized representatives hereby execute this Agreement on the date first written above.

THE CITY OF MIAMI GARDENS, FLORIDA

BY: _____Signature
(_____ or Designee)

_____
(Name Typed)

Date: _____

MIAMI-DADE COUNTY

_____
Legal Name of Contracting Party

BY:_____
Signature

Name: _____
(Name Typed) (Title) (Date)

Address: _____

_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
(as to the County):

_____
County Attorney – Signature
Date