

# MEMORANDUM

Agenda Item No. 9(A)(1)

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

**DATE:** January 21, 2026

**FROM:** Geri Bonzon-Keenan  
County Attorney

**SUBJECT:** Resolution authorizing the disbursement of up to \$250,000.00 from the Miami-Dade County Tree Trust Fund for the planting of trees on publicly owned land within the town of Cutler Bay, currently identified by Folio 36-6003-001-0013, for the purposes of increasing the tree canopy in Miami-Dade County; approving an Interlocal Agreement between Miami-Dade County and the Town of Cutler Bay; and authorizing the County Mayor to execute the Interlocal Agreement, and exercise any termination provisions and all other rights contained therein

The accompanying resolution was prepared by the Department of Environmental Resources Management and placed on the agenda at the request of Prime Sponsor Commissioner Danielle Cohen Higgins.



\_\_\_\_\_  
Geri Bonzon-Keenan  
County Attorney

GBK/uw

MDC001

# Memorandum



**Date:** January 21, 2026

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

**From:** Daniella Levine Cava *Daniella Levine Cava*  
Mayor

**Subject:** Resolution Authorizing Disbursement of up to \$250,000.00 From the Tree Trust Fund and Approving of an Interlocal Agreement Between Miami-Dade County and the Town of Cutler Bay for Tree Planting on Publicly Owned Land

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## **Executive Summary**

This resolution is seeking authorization from the Board of County Commissioners (Board) for the disbursement of up to \$250,000.00 from the Tree Trust Fund for the planting of trees on publicly owned land for the purpose of increasing Miami-Dade County (County) tree canopy. This disbursement will fund the planting of trees on property (the property) owned by the Town of Cutler Bay (Town) identified by folio number 36-6003-001-0013, located South of SW 184 street and East of Old Cutler Road, as shown on Attachment A. Additionally, this item seeks Board approval of and authorization to execute an Interlocal Agreement between the County and the Town for the use of these funds for tree planting on the property, subject to a County-approved tree planting plan and other provisions contained therein. The planting of trees is consistent with the Town's masterplan for the property and technical guidance provided by the County's Department of Environmental Resources Management (DERM). The Town has secured a \$500,000.00 match for the upland restoration project on the property to supplement the County's Tree Trust Fund disbursement.

## **Recommendation**

It is recommended that the Board adopt the attached resolution authorizing the disbursement of up to \$250,000.00 from the Tree Trust Fund to plant trees within the property for the purposes of increasing County tree canopy and to offset significant nearby impacts to tree canopy. Additionally, it is also recommended that the Board approve and authorize the execution of the Interlocal Agreement with the Town, attached as Exhibit 1, for use of these funds subject to the terms and responsibilities contained therein.

## **Scope**

This resolution will approve a Tree Trust Fund disbursement and Interlocal Agreement for a tree planting project on Town of Cutler Bay property located within Commission District 8, which is represented by Commissioner Danielle Cohen Higgins.

## **Delegation of Authority**

This item authorizes the County Mayor or County Mayor's designee to execute the attached Interlocal Agreement with the Town of Cutler Bay and exercise the termination provisions and other rights contained therein. Additionally, this item authorizes the County Mayor or

County Mayor's designee to accept the return of County funds if the Town were to return such funds according to the provisions in the agreement.

**Fiscal Impact/Funding Source**

This resolution authorizes the disbursement of up to \$250,000.00 from the Tree Trust Fund for tree planting, consistent with Section 24-39 of the Code of Miami-Dade County (Code) that allows the Tree Trust Fund to be used for the planting of trees on public property. The available unencumbered balance of the Tree Trust Fund specifically earmarked for planting trees on public property, Fund TTF112, as of June 30, 2025, was approximately \$2,089,171.99.

**Track Record/Monitor**

The Chief of the Urban Forest and Tree Division within DERM, James Duncan, will monitor the disbursement of funds for this project and ensure compliance with provisions of the agreement.

**Background**

Pursuant to Ordinance No. 89-9, the Tree and Forest Protection Ordinance, the Miami-Dade County Tree Trust Fund was established for the purposes of acquiring, protecting and maintaining public and private natural forest communities and planting trees on public property. The Tree Trust Fund is funded by (1) mitigation contributions received pursuant to conditions specified in a tree removal permit, (2) grants and donations, and (3) fines and penalties for environmental damages to tree and forest resources. Under Section 24-39 of the Code, certain disbursements from the Tree Trust Fund, such as this one, require approval by the Board. Trees and forests within urban areas provide multiple benefits to people and our environment, including stormwater management, reduced heat island effects, reduced soil erosion, improved air and water quality, cooling benefits, increased property values, captured carbon dioxide and improved mental and physical well-being.

Disbursements from the Tree Trust Fund are used to protect and enhance Miami-Dade County's most important upland tree resources, specifically, natural forest communities, pinelands and hammocks and for planting of trees on public property. When considering proposals for large investments from the tree trust fund many factors are considered including efficient use of funds and leveraging matching resources. The Town's investment to match the funding on top of the recent acquisition of the park ranks this project high in terms of use of tree trust fund dollars. Additionally, the proposed project was prioritized due to a large loss of canopy from a permitted project in which mitigation was paid into the Tree Trust Fund. This project will keep the environmental services associated with tree canopy relatively close to the impacted area. The subject property with the upland forest restoration project is publicly owned by the Town of Cutler Bay and has been designated for Preservation under the Town's master plan. The site has gone through a multi-year visioning process to plan out a restoration project within a recreational footprint. The canopied footprint will cover approximately 80% of the property. Current conditions on site are close to 100% dominance of prohibited species, except for a small area used for community planting. If approved, this project will result in nearly 5,000 trees planted at the site and approximately 9.5 acres of prohibited species removed. The Town is leveraging a

\$500,000.00 grant awarded from the Florida Department of Environmental Protection to the Town to compliment the disbursement from the County's Tree Trust Fund for this project.

The restoration and planting project will be executed in close collaboration with DERM. The Interlocal Agreement between the Town and the County will ensure the disbursed funds subject to this request will be used solely for the planting of trees (including site preparation, maintenance, and survivorship of the trees until they are established) pursuant to a DERM-reviewed and approved tree planting plan. Any payment by the County to the Town of these Tree Trust Fund monies shall be contingent upon execution by the Town of the Interlocal Agreement and the Interlocal Agreement being effective, and such payments shall only be made in compliance with the terms of the Interlocal Agreement. Additionally, the agreement requires the Town return all of the County tree funds to the County, regardless of whether the Town has utilized such funds or not, if DERM determines, in its sole discretion, that a majority of the trees on the tree planting plan have been removed, destroyed or effectively destroyed, or if the property, or any portion thereof, has been sold or otherwise transferred to an entity other than the Town. DERM will also provide technical services regarding tree planting and continued collaboration at DERM's discretion.

In accordance with Section 24-39(3) of the Code of Miami-Dade County, I have received and considered the recommendation of the Director of the Department of Environmental Resources Management, and I recommend approval of the attached resolution.

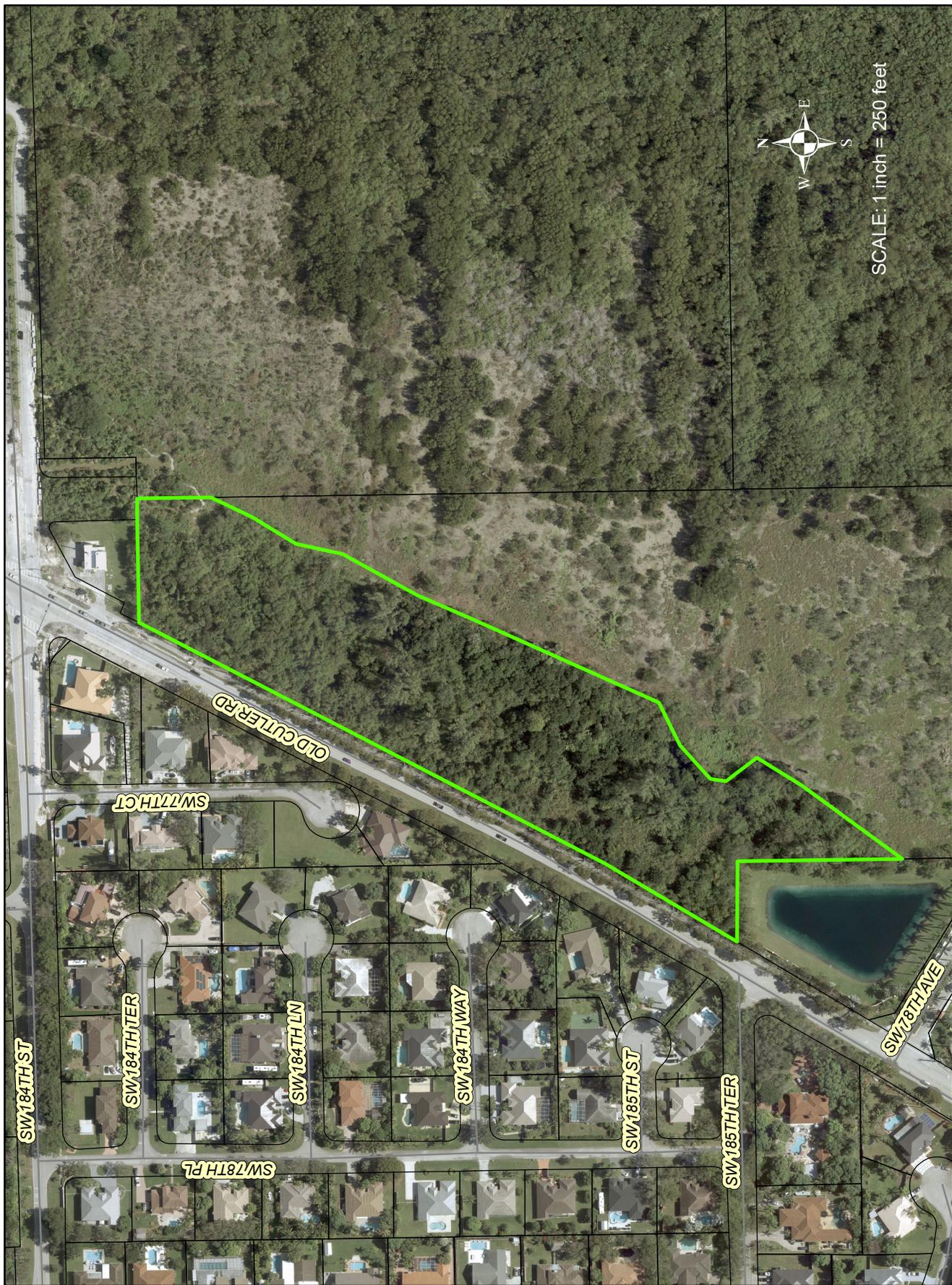


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Roy Coley  
Chief Utilities and Regulatory Services Officer

ATTACHMENT A

Folio: 36-6003-001-0013



# Memorandum



**Date:** October 1, 2025

**To:** Daniella Levine Cava  
Mayor

**From:** Loren Parra, Director  
Department of Environmental Resources Management

A handwritten signature in blue ink that reads "Loren Parra".

**Subject:** Recommendation for the Disbursement of up to \$250,000.00 from the Tree Trust Fund for the Planting of Trees on Town of Cutler Bay Property identified by Folio 36-6003-001-0013 for the Purposes of Increasing Miami-Dade County Tree Canopy

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Pursuant to Section 24-39 of the Code of Miami-Dade County (Code), I am recommending the disbursement of up to \$250,000.00 from the Tree Trust Fund for the purpose of planting trees on public property. Upon adoption of Ordinance No. 89-9, the Tree and Forest Protection Ordinance, the Tree Trust Fund was established for the purposes of acquiring, protecting and maintaining public and private natural forest communities and planting trees on public property. The Tree Trust Fund is funded by (1) mitigation contributions received pursuant to conditions specified in a tree removal permit, (2) grants and donations, and (3) fines and penalties for environmental damages to tree and forest resources. Under Section 24-39 of the Code, certain disbursements from the Tree Trust Fund, such as this one, require approval by the Board of County Commissioners. Trees and forests within urban areas provide multiple benefits to people and our environment, including stormwater management, reduced heat island effects, reduced soil erosion, improved air and water quality, cooling benefits, increased property values, captured carbon dioxide and improved mental and physical well-being.

Disbursements from the Tree Trust Fund are used to protect and enhance Miami-Dade County's most important upland tree resources, specifically, natural forest communities, pinelands and hammocks and for planting of trees on public property. These funds will provide important funding assistance for planting trees on the public property identified by folio 36-6003-001-0013, located South of SW 184 street and East of Old Cutler Road, which is designated for Preservation under the Town of Cutler Bay's master plan.

Disbursed funds will be used for the planting of trees pursuant to a County reviewed and approved tree planting plan, including site preparation and follow-up for maintenance and survivorship of the trees until they are established. Disbursement of funds to the Town of Cutler Bay will be contingent upon the Town entering into an Interlocal Agreement with Miami-Dade County, where the Town agrees to return all County tree funds if the County determines, in its sole discretion, that a majority of the trees on the County-approved tree planting plan have been removed, destroyed, or effectively destroyed, or if the property, or any portion thereof, has been sold or otherwise transferred to an entity other than the Town, among other provisions.

There are sufficient unencumbered funds currently available in the Tree Trust Fund to fulfill this request.



**MEMORANDUM**  
(Revised)

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

**DATE:** January 21, 2026

**FROM:**   
Geni Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 9(A)(1)

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. 9(A)(1)  
1-21-26

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE DISBURSEMENT OF UP TO \$250,000.00 FROM THE MIAMI-DADE COUNTY TREE TRUST FUND FOR THE PLANTING OF TREES ON PUBLICLY OWNED LAND WITHIN THE TOWN OF CUTLER BAY, CURRENTLY IDENTIFIED BY FOLIO 36-6003-001-0013, FOR THE PURPOSES OF INCREASING THE TREE CANOPY IN MIAMI-DADE COUNTY; APPROVING AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF CUTLER BAY; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE INTERLOCAL AGREEMENT, AND EXERCISE ANY TERMINATION PROVISIONS AND ALL OTHER RIGHTS CONTAINED THEREIN

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

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

**Section 1.** This Board, having considered all the applicable requirements contained within section 24-39 of the Code of Miami-Dade County, hereby approves the disbursement of up to \$250,000.00 from the Miami-Dade County Tree Trust Fund for the planting of trees on publicly owned land, identified by folio 36-6003-001-0013 in the Town of Cutler Bay (Town), as specified in the County Mayor's memorandum, for the purposes of increasing Miami-Dade County tree canopy. Any payment of said funds to the Town shall be contingent upon execution by the Town of the Interlocal Agreement, in substantially the form attached as exhibit 1, and the Interlocal Agreement being effective, and shall only be made in compliance with the terms of the Interlocal Agreement.

**Section 2.** This Board hereby approves the Interlocal Agreement between Miami-Dade County and the Town of Cutler Bay, in substantially the form attached as exhibit 1 and made a part hereof, which provides up to \$250,000.00 to the Town for the sole purpose of planting and establishing trees on Town property, currently identified by folio 36-6003-001-0013, pursuant to a County reviewed and approved tree planting plan; and which would require the return of all County tree funds by the Town if the County determines, in its sole discretion, that a majority of the trees on the County-approved tree planting plan have been removed, destroyed, or effectively destroyed, or if the property, or any portion thereof, has been sold or otherwise transferred to an entity other than the Town or the County.

**Section 3.** This Board hereby authorizes the County Mayor or County Mayor's designee to execute the Interlocal Agreement attached as exhibit 1 and to exercise any termination provisions and all other rights contained therein, including the acceptance of returned County funds if the Town returns such funds according to the provisions of the Interlocal Agreement.

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 Rodriguez, Chairman	
Kionne L. McGhee, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 21<sup>st</sup> day of January, 2026. 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.



Abbie Schwaderer-Raurell

**MIAMI-DADE COUNTY DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT  
PROJECT TITLE: TREE CANOPY**

**INTERLOCAL AGREEMENT  
BETWEEN  
MIAMI-DADE COUNTY AND THE TOWN OF CUTLER BAY**

**THIS Interlocal Agreement** (also referred to herein as “the Interlocal”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025, by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, having the principal place of business at 701 N.W. 1<sup>st</sup> Court, Miami, Florida 33136, Attention: James Duncan and **TOWN OF CUTLER BAY**, a municipality, having the principal place of business at 10720 Caribbean Blvd suite 110, Cutler Bay, FL 33189 Attention: Rafael Casals.

**INTERLOCAL AGREEMENT**

**An Interlocal Agreement between Miami-Dade County and Town of Cutler Bay (collectively, “the Parties”) shall be established with the following provisions:**

**Section I – History of Collaborative Relationships**

The Parties to this Interlocal have a long-standing history of working collaboratively on tree canopy and regional restoration projects.

**1.1 Town of Cutler Bay (Town)**

The Town of Cutler Bay is a municipality located within Miami-Dade County.

**1.2 Miami-Dade County (the County), through its Department of Environmental Resource Management (DERM)**

Miami-Dade County is a political subdivision of the State of Florida, and DERM is a department of Miami-Dade County that works on matters related to environmental resources.

**Section II – Terms**

This Interlocal Agreement establishes rights and responsibilities of Miami-Dade County and the Town of Cutler Bay, as stated herein.

This Interlocal Agreement is related to the Town’s proposed restoration of the tree canopy on the property currently identified by folio number 36-6003-001-0013 (the Property). A collaborative planning exercise between DERM and the Town estimates approximately 4,000 trees to be planted at this site. A master plan developed by the Town has identified all the

proposed development within the parcel and the proposed tree plantings will not conflict with the Town's proposed recreational development in its concept plan. The current version of the concept plan is attached as Exhibit A for illustrative purposes only.

Assured perpetuity of the property is sold or transferred to any entity other than the EEL program, then DERM would not have assured perpetuity of the mitigation project. For these purposes DERM requires the return of the mitigation funds if the property is sold to another entity.

The Town has requested financial assistance from the County for this tree canopy restoration project, and the County wishes to provide financial assistance, based on the need for more tree canopy coverage throughout the county. After the Town has received written approval from DERM of a detailed tree planting plan for the Property, as required by this **Interlocal Agreement**, the County shall provide up to \$250,000.00 (the "County tree funds" of monies for planting and establishing trees on the Property, subject to the conditions and requirements provided herein).

## **2.1 Town of Cutler Bay Responsibilities**

The Town shall:

- a) Seek DERM's guidance in planting and maintenance of native trees on the Property;
- b) Notify DERM if changes to the use of the property or the property's concept plan for the parcel are proposed;
- c) For the Property, submit a proposed tree planting plan to DERM for DERM review and approval, and make revisions and changes as required by DERM, in its sole discretion.
- d) Utilize any and all County tree funds for the sole purpose of planting trees on the Property pursuant to the DERM-approved tree planting plan.
- e) Should the Town request removal or replace the trees funded by DERM, the Town will provide the plan for DERM's approval to update the tree planting plan.
- f) Return all of the County tree funds to the County, regardless of whether the Town has utilized such funds or not, if DERM determines, in its sole discretion, that any of the following has taken place:
  - a. If more than 50% of the trees on the tree planting plan have been removed, destroyed, or effectively destroyed; or
  - b. The Property, or any portion thereof, has been sole or otherwise transferred to an entity other than the Town or the Environmentally Endangered Lands Program.
- g) with respect to the above-mentioned obligation to return County tree funds to the County, the Town shall return all such funds to the County within 90 days of receiving written notification by DERM of its determination pursuant to subsection (e).

## **2.2 Miami-Dade County Rights and Responsibilities**

Miami-Dade County's responsibilities shall include:

- a) Provide up to \$250,000.00 to the Town for the purposes of planting and establishing trees on the Property pursuant to the DERM-approved tree planting plan;
- b) Accept returned County tree funds if the Town returns such funds;

- c) Provide technical services regarding tree planting and continued collaboration at DERM's discretion;
- d) Our right to monitor and inspect at a minimum two-year basis or more frequent as needed and to the town;
- e) Provide ongoing recommendations in regard to the planting plan; and
- f) Review for approval the tree planting plan once submitted by the Town and provide comments in a timely manner.

**Section III – Term of the Interlocal Agreement**

The term of this Interlocal Agreement shall commence on the last date of execution by the Town and the County (the “effective date”) Parties and shall continue for 20 years from the effective date of this Interlocal Agreement.

**Section IV – Notice**

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

Miami-Dade County  
Attention: James Duncan, Chief, Urban Forest and Tree Division  
Department of Environmental Resources Management  
701 NW 1<sup>st</sup> Court, 6<sup>th</sup> Floor  
Miami, Florida 33136

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

Town of Cutler Bay  
Attention: Rafael Casals, Town Manager  
10720 Caribbean Blvd suite 110  
Cutler Bay, FL 33189

All notices required by this Interlocal shall be considered delivered upon receipt. Should any of the Parties 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 Parties shall maintain all records related to this Interlocal Agreement, and particularly for all matters and work related to the tree plantings on the Property, and all Parties 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.

## **Public Records**

The Town shall:

- (a) Keep and maintain public records required by the County to perform the service.
- (b) 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 in Chapter 119, F.S., or as otherwise provided by law.
- (c) 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 the Interlocal term and following completion of the Interlocal if the Town does not transfer the records to the County.
- (d) Upon completion of the Interlocal, transfer, at no cost, to the public agency all public records in possession of the Town or keep and maintain public records required by the County to perform the service. If the Town transfers all public records to the County upon completion of the Interlocal, the Town shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Town keeps and maintains public records upon completion of the contract, the Town shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
- (e) **Public Records: IF THE TOWN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TOWN'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS INTERLOCAL, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Tere Florin, (305) 375-2805, [rerepublicrecords@miamidade.gov](mailto:rerepublicrecords@miamidade.gov), 111 N.W. 1<sup>st</sup> Street, 11<sup>th</sup> Floor, Miami, FL 33128**

## **Section VI- MISCELLANEOUS**

### **6.1 COMPENSATION/CONSIDERATION**

A. It is the intent and understanding of the parties that this Agreement is solely for the County and the Town. No person or entity other than the County or the Town shall have any rights or privileges under this Agreement in any capacity whatsoever, either as a third-party beneficiary or otherwise.

### **6.2 EVENT OF DEFAULT**

#### **Town Event of Default**

Without limitation, the failure by the Town to substantially fulfill any of its material obligations in accordance with this Agreement, unless such failures are justified by Force Majeure,

shall constitute a "Town event of default". The County shall not be required to provide one year prior notice as required under Article IV before terminating this Agreement for default. If the Town determines that a County event of default has occurred, the County shall provide written notice of such default to the Town and allow the Town a thirty (30) calendar day period to rectify the "Town event of default".

In the event that the County determines that the Town event of default has not been rectified, the County shall have the right to terminate the Agreement with the following cumulative and independent rights and remedies:

1. The right to declare that this Agreement together with all rights granted to the Town are terminated, effective upon such date as is designated by the County.

2. Any and all rights and remedies provided under federal laws and the laws of the State of Florida.

#### County Event of Default

Without limitation, the failure by the County to substantially fulfill any of its material obligations in accordance with this Agreement, unless such failures are justified by Force Majeure, shall constitute a "County event of default". The Town shall not be required to provide one year prior notice as required under Article IV before terminating this Agreement for default. If the Town determines that a County event of default has occurred, the Town shall provide written notice of such default to the County and allow the County a thirty (30) calendar day period to rectify the "County event of default".

In the event that the Town determines that the County event of default has not been rectified, the Town shall have the right to terminate the Agreement with the following cumulative and independent rights and remedies:

1. The right to declare that this Agreement together with all rights granted to the County are terminated, effective upon such date as is designated by the Town.

2. Any and all rights and remedies provided under federal laws and the laws of the State of Florida.

#### 6.3 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The County and the Town agree 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. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

#### 6.4 ENTIRETY OF AGREEMENT

The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

#### 6.5 HEADINGS

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

#### 6.6 RIGHTS OF OTHERS

Nothing in this Agreement expressed or implied is intended to confer upon any person other than the parties hereto any rights or remedies under or by reasons of this Agreement.

#### 6.7 REPRESENTATION OF TOWN

The Town represents that this Agreement has been duly authorized, executed and delivered by the Town Council of the Town of Cutler Bay, as the governing body of the Town and it has the required power and authority to perform this Agreement and has granted the Town Mayor or the Town Mayor's Designee the required power and authority to perform this Agreement.

#### 6.8 REPRESENTATION OF COUNTY

The County represents that this Agreement has been duly approved, executed and delivered by the Board of County Commissioners, as the governing body of the County, and it has granted the Miami-Dade County Mayor or the Mayor's Designee the required power and authority to perform this Agreement.

## 6.9 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.

## 6.10 INVALIDITY OF PROVISIONS, SEVERABILITY

Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

## 6.11 INDEPENDENT CONTRACTOR

The Town shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the County. Town shall have control of the work performed in accordance with the terms of this Agreement and of all persons performing the same, and Town shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

The County shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the Town. County 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, contractors, and subcontractors, if any.

Nothing in this Agreement shall be construed as creating a partnership or joint venture between the County and the Town.

## 6.12 INDEMNIFICATION

The Town 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 defense, 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 Town or its employees, agents, servants, partners, principals or subcontractors. Town shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgements and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section

768.28 Fla. Stat., subject to the provisions of that Statute whereby the Town 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 Town 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 of action which may arise as a result of the negligence of the Town.

The County does hereby agree to indemnify and hold harmless the Town to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of 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 judgements or portions thereof, which, when totaled with all other occurrence, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the County. However, nothing herein shall be deemed to indemnify the Town from any liability or claim arising out of the negligent performance or failure of performance of the Town or any unrelated third party.

Nothing herein is intended to serve as a waiver of sovereign immunity by the Town or the County, nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Town and the County are subject to section 768.28, Florida Statutes, as may be amended from time to time.

The provisions of this section shall survive termination of this Agreement.

#### 6.13 AMENMENTS/MODIFICATIONS

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 Interlocal Agreement.

#### 6.14 GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

**Section VII – Signatures**

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

MIAMI-DADE COUNTY, FLORIDA  
BY ITS MAYOR OR MAYOR’S DESIGNEE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: Juan Fernandez-Barquin,  
Clerk of the Court and Comptroller

By: \_\_\_\_\_  
(Deputy Clerk Signature)

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Approved for legal form and sufficiency:

By: \_\_\_\_\_

Assistant County Attorney

TOWN OF CUTLER BAY, FLORIDA  
10720 Caribbean Blvd, Suite 105  
Cutler Bay, FL 33189

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTESTED:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Approved for legal form and sufficiency:

By: \_\_\_\_\_

