

Memorandum



Date: September 9, 2026

TC
Agenda Item No. 3(J)

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

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Joint Participation Agreement between Miami-Dade County and the City of Sweetwater for the Design of SW 112th Avenue Widening Project and a New Bridge Crossing Tamiami/C-4 Canal to SW 8th Street

Executive Summary

The purpose of this item is for the Board of County Commissioners (Board) to enter into a Joint Participation Agreement (JPA) between Miami-Dade County and the City of Sweetwater (City) allowing the County to reimburse the City up to \$1,500,000 in Mobility Impact Fee (MIF) funds for the design of the SW 112th Avenue widening project. The improvements to be designed consist of the widening of SW 112th Avenue, a City-maintained roadway, and constructing a new vehicular bridge across the Tamiami/C-4 Canal to SW 8th Street. This project aims to decrease traffic congestion on SW 107th Avenue, while maximizing vehicular and pedestrian safety. The anticipated design start date is December 1, 2026, with the agreement continuing through September 30, 2028.

Recommendation

It is recommended that the Board approve the attached resolution authorizing the execution of a JPA between the County and the City for reimbursement to the City of up to \$1,500,000 for the design of the SW 112th Avenue widening project, including a new bridge crossing Tamiami/C-4 Canal to SW 8th Street.

Scope

The project is located in Commission Districts 11 and 12, which are represented by Commissioner Roberto J. Gonzalez and Commissioner Juan Carlos Bermudez, respectively.

Delegated Authority

The authority of the County Mayor or County Mayor's designee to execute and implement this contract is consistent with those authorities granted under the Code of Miami-Dade County. This item also authorizes the County Mayor or County Mayor's designee to approve amendments to the agreement, provided that the amendment does not require the expenditure of County funds, and to exercise termination provisions. No additional delegation of authority is being requested within the body of this contract.

Fiscal Impact/Funding Source

The design cost estimate and the County funding obligation for the project is an amount up to \$1,500,000 (this amount includes a 10% contingency), which will be provided by Mobility Impact Fee Zone D funds. Any additional expenses, including the possible contingency costs, will be the responsibility of the City of Sweetwater. The County will utilize the resources of

the City to design the project on a reimbursable basis. Quarterly disbursement of County funds to the City shall be based upon the City's submission of invoices.

Program No. and Project Name	Budget	Funding Source
2000000538 - Arterial Roads Countywide	FY25-26 Adopted Budget & Multi-Year Capital Plan; Volume 2; Page 135	Mobility Impact Fees

Track Record/Monitor

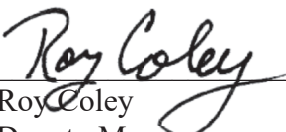
The project will be assigned to Leandro Ona, P.E., Chief, Highway Division, Department of Transportation and Public Works (DTPW), who will oversee design.

Background

The City of Sweetwater is currently experiencing traffic congestion on SW 107 Avenue and SW 109 Avenue, as those two roads provide the only throughway between Flagler Street and Southwest 8th Street. The City has worked with DTPW to reclassify SW 112 Avenue into a collector road that can act as a local throughway from Flagler Street to SW 8th Street via the new canal crossing. The roadway design of future improvements of SW 112th Avenue including a new bridge crossing Tamiami/C-4 Canal to SW 8th Street project will benefit the City and County residents and visitors by decreasing traffic congestion while maximizing vehicular and pedestrian safety.

On February 9, 2026, the City Council adopted Resolution No. 5236 approving this JPA, in substantially the form attached as Exhibit 1 to this memorandum. The City will implement a Public Involvement Plan (PIP) during the design and construction of the project to provide information to property owners, tenants, and area residents for major work to be performed in the area. The anticipated design start date is December 1, 2026.

An SBE Services two percent subcontractor goal applies to this project as determined by the County's Strategic Procurement Department.



Roy Coley
Deputy Mayor

Attachments

Exhibit 1: City of Sweetwater resolution

Exhibit B: Miami-Dade County Strategic Procurement Department Project Worksheet

Resolution 5236

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER AUTHORIZING THE MAYOR TO EXECUTE A JOINT PARTICIPATION AGREEMENT, IN SUBSTANTIALY THE FORM ATTACHED THERETO, WITH THE MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS TO PROCURE DESIGN AND ENGINEERING AND SERVICES NECESSARY TO WIDEN SW 112 AVE AND CONSTRUCT A BRIDGE CONNECTING SW 112 AVE TO SW 8TH STREET; PROVIDING FOR AUTHORITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR EFFECTIVE DATE.

WHEREAS, the City of Sweetwater residential population is projected to increase significantly due to the new high rise and other residential construction currently underway and expected to be started soon; and,

WHEREAS, the City of Sweetwater is currently experiencing traffic congestion on SW 107 and SW 109 Ave as those two roads are the only throughway between Flagler Street and Southwest 8th Street; and

WHEREAS, the occupancy of these new residential communities will only exacerbate the traffic congestion within the City; and

WHEREAS, the City has worked with the Miami-Dade County Department of Transportation and Public Works (DTPW) to reclassify SW 112 into a collector road that can act as a local throughway from Flagler to SW 8th Street; and

WHEREAS, there was an approved amendment by the Transportation Planning Organization to the County Transportation Improvement Plan authorizing the inclusion of this project thereby making it eligible for County Mobility Impact Fees (formerly known as road impact fees) funding; and

WHEREAS, the DTPW requires the City to approve a Joint Participation Agreement to receive this funding, which will be used to widen SW 112 Ave and construct a new vehicular bridge across the Tamiami Canal, a true and correct copy of which is attached hereto and made part hereof as Exhibit A to this resolution; and

WHEREAS, the City previously passed Resolution 5214, which authorized the Mayor to execute a JPA with DTPW to provide partial funding (\$11 million) for the road and bridge project, with the City seeking to increase the allocation once more Mobility Impact Fee funds are available and can be committed by the County; and

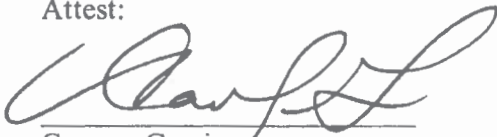
WHEREAS, the County desires to break the project up into phases and commit additional funds when the design work has been completed, requiring the City to approve the modified scope and return to DTPW for subsequent approval by the Board of County Commissioners.

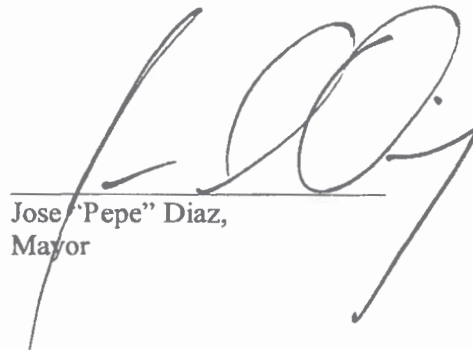
NOW THEREFORE, be it resolved by the City Commission of the City of Sweetwater:

1. The foregoing preamble is incorporated herein by reference as if set forth in full.
2. The Mayor is authorized to execute the attached Joint Participation Agreement, in substantially the form attached thereto, with the Miami-Dade County Department of Transportation and Public Works.
3. This resolution shall become effective upon its adoption by the City Commission and approval by the Mayor or if vetoed, upon its reenactment by the City Commission as provided by the Charter of the City of Sweetwater.

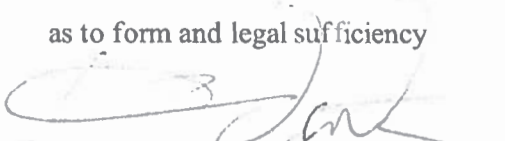
Passed and adopted on February 9, 2026

Attest:


Carmen Garcia,
City Clerk


Jose "Pepe" Diaz,
Mayor

as to form and legal sufficiency


Ralph Ventura
City Attorney


Marcos Villanueva
Commission President

Marcos Villanueva, President of the City Commission	<u>yes</u>
Jose Marti, Vice President of the City Commission	<u>yes</u>
Saul Diaz, Commissioner	<u>yes</u>
Idania Llanio, Commissioner	<u>yes</u>
Renaldo Rey, Commissioner	<u>yes</u>
Isidro Ruiz, Commissioner	<u>yes</u>
Ian Vallecillo, Commissioner	<u>yes</u>

Res. #5236



Strategic Procurement Department

Project Worksheet

Project/Contract Title: Joint Participation Agreement (JPA) Between Miami-Dade County and the City of Sweetwater for the Design of SW 112th Avenue Widening Including a New Bridge Crossing Tamiami/C-4 Canal to SW 8th Street
Received Date: 3/19/2026
Project/Contract No: 5236
Funding Source: Mobility Impact Fees
Department: Transportation & Public Works
Estimated Cost of Project/Bid: \$1,500,000.00
Description of Project/Bid: Joint Participation Agreement (JPA) Between Miami-Dade County and the City of Sweetwater for the Design of SW 112th Avenue Widening Including a New Bridge Crossing Tamiami/C-4 Canal to SW 8th Street

Contract Measures

Measure	Program	Goal Percent
Goal	SBE - Services	2.00%

Reasons for Recommendation

SMALL BUSINESS ENTERPRISE - SERVICES (SBE-S).

PRA reviewed this project pursuant to Implementing Order 3-41 for a SBE-S measure. Project information analyzed included the project's scope of services, estimated project cost, minimum requirements/qualifications, and funding source. These indicate a 2.00% SBE -Services Subcontractor Goal is appropriate in the following recommended commodities: (NIGP 79050) Sod, Grass Services, (NIGP 91219) Clearing and Grubbing Services, and (NIGP 98852) Landscaping Services.

NIGP 79050 Sod, Grass Services, NIGP 91219 Clearing and Grubbing Services, and NIGP 98852 Landscaping Services

Small Business Contract Measure Recommendation

Subtrade	Category
Sod, Grass Services	SBE - Services
Clearing and Grubbing Services	SBE - Services
Landscaping Services	SBE - Services

Living Wages: YES ☐ NO ☒ **Highway:** YES ☐ NO ☒ **Heavy Construction:** YES ☐ NO ☒
Responsible Wages: YES ☐ NO ☒ **Building:** YES ☐ NO ☒

Elena Quevedo

Elena Quevedo, Assistant Director

3/20/2026

Date



MEMORANDUM (Revised)

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

DATE: October 6, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No.

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**
- _____ **Requires more than a majority vote (i.e., 2/3’s present ____, 2/3 membership ____, 3/5’s ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) ____) 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.

RESOLUTION NO. _____

RESOLUTION APPROVING A JOINT PARTICIPATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF SWEETWATER TO PROVIDE THE CITY OF SWEETWATER WITH FUNDING IN AN AMOUNT UP TO \$1,500,000.00 FOR THE DESIGN OF SW 112TH AVENUE WIDENING AND A NEW BRIDGE CROSSING TAMAMIAMI/C-4 CANAL TO SW 8TH STREET; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE THE PROVISIONS CONTAINED THEREIN, INCLUDING THE AUTHORITY TO EXERCISE TERMINATION PROVISIONS AND APPROVE AMENDMENTS TO THE AGREEMENT PROVIDED THAT THE AMENDMENT DOES NOT REQUIRE THE EXPENDITURE OF COUNTY FUNDS

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. Approves the Joint Participation Agreement between Miami-Dade County and the City of Sweetwater, in substantially the form attached hereto and made a part hereof (the "Agreement"), providing up to \$1,500,000.00 to the City of Sweetwater for eligible expenses incurred for the design of SW 112th Avenue widening and a new bridge crossing at Tamiami/C-4 Canal to SW 8th Street.

Section 2. Authorizes the County Mayor or County Mayor's designee to execute the Agreement for and on behalf of Miami-Dade County and to exercise the provisions contained therein, including the authority to terminate the agreement and to approve amendments to the Agreement provided that the amendment does not require the expenditure of County funds.

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 6th day of October, 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.



Annery Pulgar Alfonso
Bruce Libhaber

**JOINT PARTICIPATION AGREEMENT
BETWEEN MIAMI-DADE COUNTY AND THE CITY OF SWEETWATER
SW 112 AVE WIDENING**

This AGREEMENT, made and entered into this _____ day of _____, 2026, by and between the CITY OF SWEETWATER, FLORIDA, a municipal corporation of the STATE OF FLORIDA, hereinafter referred to as the "City", and MIAMI-DADE COUNTY, a political subdivision of the STATE OF FLORIDA, hereinafter referred to as the "County".

WITNESSETH

WHEREAS, both parties herein wish to facilitate the design of a road improvement project in MIAMI-DADE COUNTY, hereinafter referred to as the "Project" described as follows:

SW 112 Avenue Widening and New Bridge Crossing C-4 Canal to SW 8th Street; and

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

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

1. RESPONSIBILITIES OF CITY:

1.1 Recitals: The recitals are true and correct and are incorporated herein by this reference to form a part of this Agreement.

1.2. Effective Date: This Agreement shall become effective on the date upon which the resolution adopted by the Board of County Commissioners approving this Agreement becomes effective.

1.3. Design: The City shall secure engineering design and consulting services from qualified firms to develop the design plans, technical specifications, special provisions, pay items and cost estimates for the Project in accordance with standard Florida Department of Transportation (FDOT), County, and/or City, as applicable, design criteria, to the satisfaction of the County Department of Transportation and Public Works (DTPW) Director. The City consultants shall be made available to the County at the City's sole cost to review shop drawings and perform required post-design services, limited to Project design. The County agrees that the selection, retention and discharge of the design consultant shall be the responsibility of the City in accordance with applicable laws and the City's procedures. Notwithstanding any provision to the contrary, the City shall comply with all applicable state and County laws and requirements, including but not limited the all applicable County Code provisions, County resolutions, and administrative and implementing orders, and County contract compliance and oversight measures relating to the expenditure of County funds, in accordance with Section 6 of this Agreement, and include such requirements in all solicitations. Prior to the selection of a design services from qualified firms, the City shall provide the County DTPW, Capital Improvements Division with the Miami -Dade County Technical Categories in order to comply with Miami-Dade Code Section 2.10.4.01 and Implementing Order 3-32 (Small Business Enterprise Architecture and Engineering Program).

Subsequent to the evaluation of proposals by the City and the City's determination of the most advantageous proposal, the City shall provide said evaluation to County DTPW for review and approval. The County Small Business Development (SBD), a Division of Strategic Procurement Department, shall also be required to conduct a Pre-award Compliance review to determine the consultants' compliance with Small Business Enterprise measures prior to the City awarding the contract. Final commitment of County funds for the Project shall occur upon the approval of a design contract by the County DTPW Director.

1.4. Permits and Approvals: The City shall obtain all necessary permits, including any permits required by the County, and utility adjustments; and coordinate the review of construction documents by utilities and permitting agencies. The City shall make all necessary adjustments as required for approval and/or permitting by those agencies. The City shall obtain all necessary permits, and utility adjustments for the Project in accordance with applicable state, federal and local laws and ordinances. The City shall not pay for any permits required by the County DTPW.

1.5. Right-of-Way: The City shall acquire at its sole effort, any right-of-way that is required to complete the design and construction of the Project. The County shall disburse to the City funds for the cost of right-of-way acquisition for the Project in the manner set forth in Section 4. For the avoidance of doubt, the costs for right-of-way acquisition shall in no way increase the funding amounts provided for in Section 2, unless otherwise increased in accordance with said section.

1.6. Public Information and Involvement: In accordance with County Implementing Order 10-13, the City will implement a Public Involvement Plan (PIP) during the design and construction of the Project to provide information to property owners, tenants, and area residents, including but not limited to: public meetings, Project documentation and flyers, business signs, directional parking signs, and schedules for major work to be performed in the area. Appropriate investigation of the Project stakeholders shall be used to develop the goals and objectives to implement the PIP. The City shall submit a copy of the PIP to the County DTPW Director for review and concurrence prior to its implementation.

Projects that exceed \$1,000,000.00 in construction costs shall comply with the process and guidelines for the preparation and implementation of PIPs as established by Miami-Dade County Implementing Order 10-13.

1.7. Publicity: By the acceptance of these funds, the City agrees that the Project elements funded by this Agreement shall recognize and adequately reference the County as a funding source. The City shall ensure that all publicity, public relations, advertisements and signs recognize and reference the County for the support of all contracted activities.

This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, , cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationery. The use of the official County logo is permissible for the publicity purposes stated herein. The City shall submit sample or mock-up of such publicity or materials to the County for review and approval. The City shall ensure that all media representatives, when inquiring about the activities funded by this Agreement, are informed that the County is its funding source.

1.8. Accounting: The City shall at all times maintain separate accounting for the costs of the Project so those costs may be independently verified and audited by the County, at the request and cost of the County. The City agrees to permit the County auditors to inspect the books, records and accounts of the Project for five (5) years after completion of the Project. These records shall be made available to the County for inspection within ten (10) business days upon written receipt of a written request from the County.

1.9. Claims and Change Orders: The City shall notify the County DTPW Director in writing when claims or change orders arise. The City shall also invite the County to participate in negotiations of these claims and change orders. The County shall review and make a determination or approval of all change orders or supplemental agreements, permits, modifications of plans, or other requests for approvals submitted by the City and previously approved by the FDOT.

1.10. Coordination with Miami-Dade County Public Schools: Due to potential safety, operational and bus transportation impacts, the City shall coordinate with Miami-Dade County Public Schools staff to implement maintenance of traffic measures.

1.11. Nondiscrimination: During the performance of this Agreement, the City agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal

employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Agreement, the City attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami- Dade County Resolution No. R-385-95. If the City or any owner, subsidiary or other firm affiliated with or related to the City is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Agreement void. This Agreement shall be void if the City submits a false affidavit pursuant to this Resolution or the City violates the Act or the Resolution during the term of this Agreement, even if the City was not in violation at the time it submitted its affidavit. The provisions of Section 1.13 shall be included in any agreement between the City and any consultant and/or contractor performing work on this Project, unless otherwise prohibited by applicable law or requirements of funding sources.

2. RESPONSIBILITIES OF COUNTY:

2.1 Funding Amount, Reimbursement of Project Costs: The estimated design costs for the Project is \$1,500,000 (this amount includes ten percent (10%) contingency). Subject to and contingent upon the Board of County Commissioners' and the Transportation Planning Organization's review and approval process pursuant to Chapter 33E of the Code of Miami-Dade County, Florida, the County agrees to provide funds up to up to \$1,500,000 for eligible costs, as defined herein, incurred by the City for the design of the Project. The County shall disburse to the City funds for the Project in the manner set forth in Section 4. The County shall incur no liability for any costs in excess of \$1,500,000 as provided for herein unless there has been a duly authorized increase approved by Miami-Dade Board of County Commissioners.

2.2. County Payments of Project Costs: The County funds provided for eligible costs as defined herein, incurred for the design of the Project are specified below:

<u>Funding Amount</u>	<u>Funding Source</u>	<u>County Fiscal Year of</u>
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		<u>Commitment</u>
\$ 1,500,000	Mobility Impact Fee Zone D	2025-2026

2.3. Project Cost Adjustments: The amount contributed by the County is based on the current estimated design costs of the Project. The parties recognize that adjustments to the above-referenced cost may be required in the future, and that at the option of the parties, amendments may be entered into to revise the funds available for the Project.

3. ELIGIBLE COSTS: The parties agree that only the below identified costs that may be incurred by the City and that are directly related to the Project are eligible for reimbursement, provided adequate documentation accompanies the reimbursement request in the form of approved invoices, verified payment requests, documented journal entries, and/or check vouchers. For purposes of this Agreement, eligible costs are further defined as those pertaining to the design of Project that are the standard items normally provided for by the County in County road improvement projects, and not the enhancement of standard items, or the incorporation of items which are in addition to those standard items. The County shall not be assumed to be liable to provide reimbursement for the design of such items that do not conform to this section of the Agreement. Nor is the County liable to provide reimbursement for any construction or maintenance costs associated with this Project. Under no circumstances will the County be responsible to reimburse the City for fees for construction management, construction inspections, or project management.

4. SCHEDULE AND MANNER OF REIMBURSEMENTS: Upon execution of the Agreement, the City shall furnish the County with a copy of the estimated design budget for the Project and will similarly furnish the County with any and all revisions thereto. At the time of a design contract award for this Project, the City shall submit a Payout Schedule for the Project to the County DTPW Director. Disbursement of County funds to the City shall be based upon City invoices with certified copies of paid design invoices attached and shall not include any other charges. The County may elect to terminate this Agreement due to the City failure to invoice and close the project and any funds left from the County funding commitment pursuant to Section 2.1 will become available to be redirected for any expenditure that the County shall determine.

5. COMPLIANCE WITH LAWS: The parties shall comply with applicable federal, state and local laws, codes, ordinances, rules and regulations in performing their respective duties, responsibilities, and obligations pursuant to this Agreement and with all applicable laws relating to the Project. The parties shall not unlawfully discriminate in the performance of their respective duties under this Agreement.

6. DISADVANTAGE BUSINESS ENTERPRISE PROGRAM, WAGES, AND WORKFORCE PROGRAMS

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

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

7. PROJECT SIGNAGE: The County shall furnish and install a Project sign in each direction of traffic indicating that this Project is being funded by Road Impact Fees, in coordination with the City, in proximity to the start/end of the Project limits. Should Maintenance of Traffic (MOT) signage be required as part of the work, the Project sign shall be placed an appropriate distance before the

MOT signage range. The Project signs shall remain in place for the duration of the work or as directed by the Project engineer.

8. INDEMNIFICATION: 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 attorneys' 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 this Agreement. The City 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, judgments, and attorney's fees which may issue thereon. The City expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the City shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. The City shall require any of its contractors to include this language indemnifying the County in any contract relating to this Agreement or the work contemplated by this Agreement. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the County for its sole negligence or breach of contract.

In the event of breach or non-performance by the persons selected by the City to perform the work, the City shall, upon written request by the County, assign to the County any and all of its rights under the affected contract for purposes of the County's prosecution of claims, actions or causes of action resulting from such breach or non-performance unless the City, at its option, pursues such claims, actions or cause of action through arbitration, administrative proceeding or lawsuit. If the County elects to prosecute any such claims or causes of action, the City agrees to cooperate fully with the County in the prosecution of any such claim or action. Any damages recovered by the County which is attributable to an expenditure by the City of City funds (not otherwise reimbursed or funded by the County), shall be returned to the City by the County, within sixty (60) business days of receipt.

9. DISPUTE RESOLUTION, APPLICABLE LAW: The parties shall resolve any disputes, controversies or claims between them arising out of this Agreement in accordance with the "Florida

Governmental Conflict Resolution Act”, Chapter 164, Florida Statutes, as amended. This agreement shall be governed by the laws of the State of Florida. Venue in any proceedings shall be in Miami-Dade, Florida. Each party will bear its own attorney’s fees.

10. TERMINATION AND DEFAULT: This Agreement shall commence upon the Effective Date and continue through September 30, 2028. If the City does not complete the Project within this time period, this Agreement will automatically expire unless an extension of the time period is requested by the City and granted in writing by the County prior to the expiration of this Agreement. Moreover, if the City fails to issue a Notice to Proceed (NTP) for the design of the Project by December 1, 2026 (NTP Deadline), the County shall have the option of (a) immediately terminating the Agreement, or (b) notifying the City of a requirement that an NTP for the design of the Project be issued by a new date to be set by the County. Expiration of this Agreement as contemplated in this Section 10 will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the County. Unless terminated earlier, work on the Project shall commence within 180 days of the issuance of the Notice to Proceed for the design phase of the Project. The County shall have the option to immediately terminate this Agreement should the City fail to meet any of the requirements of this Agreement. If the County elects to terminate the Agreement, the funds provided in Section 2.1 for this Project will become available to be redirected for any expenditure that the County shall determine.

11. JOINT PREPARATION: The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties from other.

12. SEVERANCE: In the event a portion of this Agreement is found to be invalid by a court of competent jurisdiction, the remaining provisions shall continue to be effective unless the City or County elect to terminate this Agreement. An election to terminate this Agreement based upon

this provision shall be made within seven (7) business days after the finding by the court becomes final.

13. NOTICES: Any and all notices required to be given under this Agreement shall be sent by first class mail, addressed as follows:

To the County:

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

To the City:

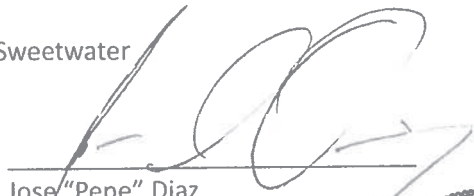
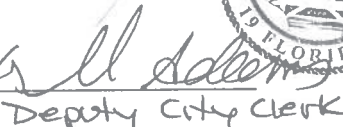
Attention: Jose L. Diaz
Mayor
City of Sweetwater
500 SW 109 Avenue
Sweetwater, Florida 33174
(mayordiaz@cityofsweetwater.fl.gov)

14. ENTIRE AGREEMENT, AMENDMENTS: This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms contained herein shall be effective unless set forth in writing in accordance with this section. No modification, amendment

[CONTINUED ON NEXT PAGE]

or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the parties.

IN WITNESS WHEREOF, the parties hereto set their hands and official seals the day and year first above written,

City of Sweetwater	Miami-Dade County
By:  Jose "Pepe" Diaz Mayor	By: _____ County Mayor or Designee
ATTEST	ATTEST
By:  City Clerk	By: _____ County Clerk
By:  Deputy City Clerk	
Approved as to form and legal sufficiency	Approved as to form and legal sufficiency
By:  City Attorney	By: _____ County Attorney