# Memorandum

**Date:** November 12, 2026

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

IITC
Agenda Item No. 3(T)

**From:** Daniella Levine Cava
Mayor

**Subject:** Joint Participation Agreement between Miami-Dade County and the Village of Pinecrest to Provide the Village with Funding of up to $250,000 for the Construction of the Ludlam Pedestrian Bridge at SW 67 Avenue over C-2 Canal

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## Executive Summary

The purpose of this item is for the Board of County Commissioners (Board) to approve a Joint Participation Agreement (JPA) with the Village of Pinecrest (Village) for the County to provide the Village with up to $250,000 in Mobility Impact Fee (MIF) funds for the construction of the Ludlam Pedestrian Bridge at SW 67 Avenue over C-2 Canal. The project will be led by the Village and will convert an existing utility bridge into a pedestrian bridge, improving pedestrian connectivity and safety at SW 67 Avenue over the C-2 Canal. The anticipated construction start date is December 31, 2026.

## Recommendation

It is recommended that the Board approve the attached resolution authorizing the execution of a JPA between Miami-Dade County and the Village of Pinecrest for the County to provide the Village with up to $250,000 in MIF funds for the construction of the Ludlam Pedestrian Bridge at SW 67 Avenue over the C-2 Canal.

## Scope

The project is located in District 7, which is represented by Commissioner Raquel A. Regalado.

## Delegated Authority

The authority of the County Mayor or County Mayor's designee to execute and implement this agreement 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 additional County funds

and to exercise the agreement's termination provisions. No additional delegation of authority is being requested under this item.

## Fiscal Impact/Funding Source

The total County funding obligation for the project is up to $250,000, including a 10 percent contingency, and will be funded with Mobility Impact Fee Zone E funds. Any costs exceeding the County's funding obligation, including any additional contingency costs, will be the responsibility of the Village of Pinecrest.

| Program | Adopted Budget | Funding Source |
|---|---|---|
| 2000000534<br>Bridge Rehabilitation<br>Countywide Improvements | FY25-26 Adopted Budget & Multi-Year Capital Plan; Volume 2, Page 138 | Mobility Impact Fees |

The balance of the project costs will be funded by the Village.

## Track Record/Monitor

County funds will be provided to the Village on a reimbursable basis. Quarterly disbursements of County funds will be based upon the Village's submission of certified copies of paid contractor invoices.

The project will be assigned to Leandro Ona, P.E., Chief, Highway Division, Department of Transportation and Public Works (DTPW), who will oversee the project and review the Village's design prior to recommending the release of County funds.

The work covered under this JPA has been reviewed by the County's Small Business Developmental Division. The project has an aspirational two percent SBE-Services Subcontractor Goal for the following commodities: Sod, Grass Services, Clearing and Grubbing Services, and Landscaping Services.

## Background

The Ludlam Pedestrian Bridge at SW 67 Avenue over C-2 Canal will provide a dedicated pedestrian crossing and improve pedestrian safety and connectivity for Village and County residents and visitors.

On March 10, 2026, the Village Council adopted Resolution No. 2026-16 authorizing the JPA. The Village will implement a Public Involvement Plan (PIP) during the design of the project to provide information to property owners, tenants, and area residents regarding major work to be performed in the area. The anticipated construction start date is December 31, 2026.

Roy Coley
Deputy Mayor

# MEMORANDUM

**(Revised)**

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

**DATE**: January 20, 2027

**FROM:** Geri 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 Agenda Item No.
Veto _____
Override _____

RESOLUTION NO. _____

RESOLUTION APPROVING A JOINT PARTICIPATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE VILLAGE OF PINECREST TO PROVIDE THE VILLAGE OF PINECREST WITH FUNDING IN AN AMOUNT UP TO $250,000.00 FOR THE CONSTRUCTION OF THE LUDLAM BRIDGE AT SW 67 AVENUE OVER C-2 CANAL; 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 Village of Pinecrest, in substantially the form attached hereto and made a part hereof (the "Agreement"), providing up to $250,000.00 to the Village of Pinecrest for eligible expenses incurred for the construction of the Ludlam Pedestrian Bridge at SW 67 Avenue over C-2 Canal.

**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 20th day of January, 2027. 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.

Bruce Libhaber

**JOINT PARTICIPATION AGREEMENT**
**BETWEEN MIAMI-DADE COUNTY AND THE VILLAGE OF PINECREST**

This AGREEMENT, made and entered into this _____ day of _____, 20__, by and between the VILLAGE OF PINECREST, FLORIDA, a municipal corporation of the STATE OF FLORIDA, hereinafter referred to as the "Village", 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 construction of a pedestrian bridge project in MIAMI-DADE COUNTY, hereinafter referred to as the "Project" described as follows:

Ludlam Pedestrian Bridge at SW 67th Avenue over C-2 Canal; and

WHEREAS, the County wishes to utilize the resources of the Village to contract and construct 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 VILLAGE:**

**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 Village shall complete at its sole expense, the construction plans, technical specifications, special provisions, pay items and cost estimates for the Project in accordance with applicable standard Florida Department of Transportation (FDOT), County, and/or Village, design criteria, in all circumstances to the satisfaction of the County Department of Transportation and Public Works (DTPW) Director. The Village consultants shall be made available to the County at the Village's cost solely to review shop drawings and perform required post-design services limited to Project design.

**1.4.** **Permits and Approvals**: The Village 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 Village shall make all necessary adjustments as required for approval and/or permitting by those agencies. The Village shall obtain all necessary permits, and utility adjustments for the Project in accordance with applicable state, federal and local laws and ordinances. The Village shall not pay for any permits required by the County DTPW.

**1.5.** **Right-of-Way**: The Village shall acquire at its sole expense, any right-of-way that is required to complete the construction of the Project.

**1.6.** **Public Information and Involvement:** The Village 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 Village 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 Village agrees that the Project elements funded by this Agreement shall recognize and adequately reference the County as a funding source. The Village 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 Village shall submit sample or mock-up of such publicity or materials to the County for review and approval. The Village 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 Village 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 Village 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. Construction:** The Village shall procure the services of a licensed contractor holding an engineering contractor's license to construct the Project. The Village may award the contract through any available lawful means, in accordance with Section 255.20, Florida Statutes, which in the Village discretion, affords the most competitive price for construction of the Project. Notwithstanding any provision to the contrary, the Village shall comply with all applicable 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 advertisement to solicit a licensed contractor to construct the Project, the Village shall forward to the County DTPW Capital Division all necessary documentation to review for any applicable Small Business Enterprises (SBE) measures and wage and workforce requirements, if any, and to request concurrence to advertise. In turn DTPW, will obtain concurrence from Small Business Development (SBD).

The construction contract shall also contain a requirement that the contractor(s) provide a payment and performance bond at least in the amount and form required by state law naming the County and Village as joint obligees or joint contracting public entities. The construction contract shall contain a contingency amount to address unforeseen conditions and owner required changes which shall not exceed ten percent (10%) of the base amount of the

contract, unless otherwise approved in writing by designated representatives of the County and Village. The commitment for the expenditure of any contingency funds shall not be made by the Village without the prior written approval of the County DTPW Director. The County shall respond, in writing, within thirty (30) business days of receiving written requests from the Village to approve the commitment of contingency funds.

Subsequent to the evaluation of bids or proposals by the Village and the Village determination of the advantageous bid or proposal, the Village shall provide said evaluation to the County DTPW Director for review and approval. SBD shall also be required to conduct a Pre-Award Compliance review to determine the bidders' compliance with any applicable SBE measures, if any, prior to the Village awarding the contract. Final commitment of County funds for the Project shall occur upon approval of the contract award recommendation by the County DTPW Director. The County agrees that the selection, retention and discharge of such contractor shall be the responsibility of the Village.

**1.10. Claims and Change Orders:** The Village shall notify the County DTPW Director in writing when claims or change orders arise. The Village 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 Village. SBD shall also be notified of any change orders to evaluate the applicability of SBE measures.

1.11. **Construction Administration and Inspection:** The Village shall exercise all responsibilities of the owner under the construction contract, including construction administration and inspections. The Village may delegate this function to an authorized agent or Construction Engineering Inspection consultant. The County's inspector shall have an oversight role in the routine daily inspections. In the case of a disagreement over the interpretation of the plans, the County DTPW Director shall have final authority subsequent to an independent final inspection by the County. The Village representative and the County's designated representative shall jointly perform the inspection of the project which immediately precedes substantial completion. The Village shall certify upon completion that the project has been constructed pursuant to the design plans, specifications and approved change orders. Final payment to the Village and assumption of obligations of maintenance responsibilities shall be subject to the final acceptance of the project by the County DTPW Director.

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

1.13. **Nondiscrimination**: During the performance of this Agreement, the Village 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, , or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees

approval process pursuant to Chapter 33E of the Code of Miami-Dade County, Florida, the County agrees to provide funds up to $250,000 for eligible costs, as defined herein, incurred by the Village for the construction of the Project. The County shall disburse to the Village funds for the Project in the manner set forth in Section 4. The County shall incur no liability for any costs in excess of said funding amount 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 construction of the Project are specified below:

| Funding Amount | Funding Source | County Fiscal Year of Commitment |
|---|---|---|
| $250,000 | Mobility Impact Fee Zone E | 2026-2027 |

2.3. **Project Cost Adjustments**: The amount contributed by the County is based on the current estimated 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 Village 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 construction of Project elements

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, construction or maintenance of such items that do not conform to this section of the Agreement. If enhancements to standard items are constructed in this Project, the Village may request County reimbursement only to a maximum amount corresponding to that which would be expended in providing the normal standard version of that item for a project of the same scope. The parties further agree that eligible costs will not include fees for construction management, construction inspections, and project management.

4. **SCHEDULE AND MANNER OF REIMBURSEMENTS:** Upon execution of the Agreement, the Village shall furnish the County with a copy of the estimated budget for the Project, and will similarly furnish the County with any and all revisions thereto. At the time of contract award for this Project, the Village shall submit the Estimated Quarterly Construction Payout Schedule for the Project to the County DTPW Director. Quarterly disbursement of County funds to the Village shall be based upon Village invoices with certified copies of paid contractor invoices attached and shall not include any other charges. The Village acknowledges that a delay in the County's processing of invoices may occur if subcontractor reporting required by County Code is not current, as reflected in County's Business Management Workforce System (see Section 6 of this Agreement). Final invoice shall be submitted 120 working days after contractor receives final acceptance from the Village. The County may elect to

terminate this Agreement due to the Village failure to invoice and close the project and any funds left from the County's 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. **SMALL BUSINES, WAGE, AND WORKFORCE PROGRAMS COMPLIANCE AND OVERSIGHT:** Whenever federal or state funds are used, the Village 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 Village 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 Village, 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 Mobility Impact Fee, in coordination with the Village, 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 Village 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 Village 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 Village expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Village 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 Village 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 indemnity the County for its sole negligence or breach of contract.

In the event of breach or non-performance by the persons selected by the Village to perform the work, the Village shall, upon written request by the County and in the County's sole discretion, 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 of non-performance unless the Village has alreadypursued 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 Village 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 Village of Village funds (not otherwise reimbursed or funded by the County) and after deducting the County's attorney's fees and costs, shall be returned to the Village 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 June 30, 2028. If the Village 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 Village and granted in writing by the County prior to the expiration of this Agreement. Moreover, if the Village fails to issue a Notice to Proceed (NTP) for the construction of the Project by December 31, 2026 (NTP Deadline), the County shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Village of a requirement that an NTP for the construction 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 construction phase of the Project. The County shall have the option to immediately terminate this Agreement should the Village 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 Village or County elects 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 Village:**
Attention: Village of Pinecrest
Yocelyn Galiano, ICMA-CM, Village Manager
12645 Pinecrest Parkway
Pinecrest, FL 33156

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 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.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

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

ATTEST:

JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT, AND
COMPTROLLER

MIAMI-DADE COUNTY, FLORIDA,
BY ITS BOARD OF
COUNTY COMMISSIONERS

BY: _____ BY: _____
Deputy Clerk County Mayor of County Mayor's Designee

Approved by County Attorney
as to form and legal sufficiency

_____
Assistant County Attorney

ATTEST:

VILLAGE OF PINECREST, a municipal corporation of the State of Florida

RESO 2020-110

BY: _____ BY: _____
Village Clerk Village Manager

(Affix Village Seal)

Approved by Village Attorney

as to form and legal sufficiency 

Village Attorney