

MEMORANDUM

Agenda Item No. 11(A)(17)

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

DATE: September 1, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving an Interlocal Agreement between the City of Hialeah Gardens and Miami-Dade County to provide funding in an amount not to exceed \$800,000.00 in Charter County Transportation Surtax Funds for various road and bridge improvement projects; authorizing the County Mayor to execute the Interlocal Agreement and to exercise all provisions contained therein; and further authorizing the use of Charter County Transportation Surtax Funds for this project which is eligible under the Neighborhood Improvements category of the original Exhibit 1 of the People's Transportation Plan

Resolution No. R-854-22

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


Geri Bonzon-Keenan
County Attorney

GBK/uw



MEMORANDUM

(Revised)

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

DATE: September 1, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 11(A)(17)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(17)
9-1-22

RESOLUTION NO. R-854-22

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF HIALEAH GARDENS AND MIAMI-DADE COUNTY TO PROVIDE FUNDING IN AN AMOUNT NOT TO EXCEED \$800,000.00 IN CHARTER COUNTY TRANSPORTATION SURTAX FUNDS FOR VARIOUS ROAD AND BRIDGE IMPROVEMENT PROJECTS; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE INTERLOCAL AGREEMENT AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN; AND FURTHER AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS FOR THIS PROJECT WHICH IS ELIGIBLE UNDER THE NEIGHBORHOOD IMPROVEMENTS CATEGORY OF THE ORIGINAL EXHIBIT 1 OF THE PEOPLE'S TRANSPORTATION PLAN

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

WHEREAS, section 212.055 provides that the County may distribute Surtax Funds to a municipality to be expended by the municipality for the planning, development, construction, operation, and maintenance roads and bridges in the municipality; and

WHEREAS, the City of Hialeah Gardens wishes to implement various road and bridge improvement projects, including, but not limited to, pavement resurfacing, intersection improvements, and drainage enhancements; and

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

WHEREAS, the County’s funding contribution will help facilitate various road and bridge improvement projects within the City of Hialeah Gardens and is in the best interest of the public,

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

Section 1. Approves the Interlocal Agreement between the City of Hialeah Gardens and Miami-Dade County, in substantially the form attached hereto and made a part hereof, to provide funding in an amount not to exceed \$800,000.00 in Charter County Transportation Surtax Funds to facilitate various road and bridge improvement projects within the City of Hialeah Gardens.

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

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

The Prime Sponsor of the foregoing resolution is Chairman Jose “Pepe” Diaz. It was offered by Commissioner **Sally A. Heyman** , who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

Jose “Pepe” Diaz, Chairman	aye		
Oliver G. Gilbert, III, Vice-Chairman	aye		
Sen. René García	absent	Keon Hardemon	aye
Sally A. Heyman	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Joe A. Martinez	absent
Kionne L. McGhee	aye	Jean Monestime	aye
Raquel A. Regalado	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 1st day of September, 2022. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

HARVEY RUVIN, CLERK

Basia Pruna

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to be "AP", is written over a horizontal line.

Annery Pulgar Alfonso

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

This AGREEMENT made and entered into this ____ day of ____ 20__, by and between the CITY OF HIALEAH GARDENS, FLORIDA, a municipal corporation of the STATE OF FLORIDA, hereinafter referred to as the "City," and MIAMI-DADE COUNTY, a political subdivision of the STATE OF FLORIDA, hereinafter referred to as the "County." City and County collectively referred to herein as "Parties."

WITNESSETH

WHEREAS, both parties herein wish to facilitate a Neighborhood Improvement project in Miami-Dade County, hereinafter referred to as the "Project" described as follows:

Neighborhood Improvement projects which shall mean the planning, development, construction, operation, and maintenance of roads and bridges in the City including, but not limited to, pavement resurfacing, intersection improvements, and drainage enhancements.

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

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

1. **RECITALS:** The recitals are true and correct and are incorporated herein by this reference to form a part of this Agreement.

2. **EFFECTIVE DATE:** This Agreement shall become effective on the date upon which the resolution adopted by the Board of County Commissioners approving this Agreement becomes effective.

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

3.a.1. The Project's cost is currently estimated to cost \$800,000.00. The County agrees that, on a reimbursement basis in accordance with the terms of this Agreement, it shall provide funding to the City in the amount not to exceed \$800,000.00 in District 12 Neighborhood Improvements People's Transportation Plan Charter County Transportation Surtax Funds (the "Payment") for the implementation of the Project in accordance with section 212.055 of the Florida Statutes and section 29-124 of the Code of Miami-Dade County, Florida. The City shall not use any portion of the Payment for uses that are not eligible under section 212.055 of the Florida Statutes and section 29-124 of the Code of Miami-Dade County, Florida. The County shall incur no liability for any costs in excess of the funding amount provided for herein unless there has been a duly authorized increase, subject to then applicable eligibility requirements, which is expressly approved by duly adopted Resolution of the Board of County Commission.

3.a.2. The City must utilize the Payment to reimburse eligible costs of the Project. The City shall provide the County its request for the County to reimburse the City for eligible Project costs in accordance with the terms of this Agreement. The reimbursement request shall provide adequate documentation in the form

of approved invoices with certified copies of paid contractor invoices attached and shall not include any other charges and shall also include a certified copy of payment to sub-contracted firms, and any other documentation requested by the County to verify that the eligibility of the expenses for reimbursement pursuant to the terms of this Agreement.

3.a.3. For purposes of this Agreement, eligible Project costs are further defined as those costs which are eligible under section 212.055 of the Florida Statutes and section 29-124 of the Code of Miami-Dade County, Florida, specifically as set forth in the Neighborhood Improvements Category of Exhibit 1 of the People's Transportation Plan, County Ordinance No. 02-116, as amended by County Resolution No. R-507-04. The County shall not be assumed to be liable to provide reimbursement for the design, construction, or maintenance costs that do not conform to this Agreement. Additionally, eligible Project costs will be limited to the standard items normally provided for by the County in projects, and not the enhancement of standard items, or the incorporation of items which are in addition to those standard items. If enhancements to standard items are constructed in this Project, the City shall be solely responsible for the costs associated with those elements. The Parties further agree that eligible costs will not include fees project management, or similar costs or expenses.

3.a.4. The City shall submit to the County a request for reimbursement of eligible expenses in the full amount of the Payment by September 30, 2025. Any amount of the Payment not reimbursed to the City pursuant to the terms of

this Agreement shall be used by the County in its sole discretion and in accordance with applicable law.

4. RESPONSIBILITIES OF CITY:

4.1. Design: The City shall complete at its sole expense, the construction plans, technical specifications, special provisions, pay items and cost estimates for the Project in accordance with standard Florida Department of Transportation, County, and/or City, as applicable, design criteria, to the satisfaction of the County Department of Transportation and Public Works Director. The City's design consultant shall be made available to County at the City's expense solely to review shop drawings and perform required post-design services, limited to Project design.

4.2. Permits and Approvals: The City shall obtain all necessary permits, 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 Department of Transportation and Public Works.

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

4.4 Claims and Change Orders: The City shall notify the County Department of Transportation and Public Works 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. SBD shall also be notified of any change orders to evaluate the applicability of SBE measures.

4.5 Accounting and Audit: The City shall at all times maintain a separate accounting for the costs of the Project so those costs may be independently verified audited by the County, at the request and cost of the County. The City agrees to permit the County, including but not limited to the Office of the Citizens' Independent Transportation Trust, the Office of the Inspector General, and the Audit and Management Services Department, or its duly authorized representatives and governmental agencies, to have access to and the right to examine and reproduce any of the City's books, documents, papers and records and of any of its contractors or suppliers with respect to any portions of the Project funded by the Payment (the "County's Audit Rights"). The County's Audit Rights shall expire three (3) years after the County has completed the full reimbursement of the Payment in accordance with the terms of this Agreement. The City shall include language to effectuate the County's Audit Rights in any contract for the implementation of any portion of the Project with a third-party. The City shall provide to the County any records or documents requested pursuant to the County's Right to Audit within five (5) business days upon receipt of a written request from the County. Any such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Code of Miami-Dade County, Florida, and included as part of the County's Audit Rights, the City and any of its contractors and

suppliers will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with the government funds provided to the City as part of the Payment within five business days of the Commission Auditor's request. The City agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

4.6 Publicity: By the acceptance of these funds, the City agrees to recognize and adequately reference the County as a funding source. The City shall ensure that all publicity, public relations, advertisements and signs recognizes and references the County for the support of all contracted activities. This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationery. The use of official County logo is permissible for the publicity purposes stated herein. The City shall submit sample or mock-up of such publicity or materials to the County for review and approval. The City shall ensure that all media representatives, when inquiring about the activities funded by this Agreement, are informed that the County provided a funding source for the Project.

4.7 Public Information and Involvement: Projects that exceed \$1,000,000.00 in construction costs shall comply with the process and guidelines for the preparation and implementation of a Public Involvement Plan (PIP) as established by Miami-Dade County Implementing Order 10-13. As may be applicable, the City shall implement a PIP during the construction of the Project to provide information to property owners,

tenants, and area residents, including but not limited to: public meetings, Project documentation and flyers, business signs, directional parking signs, and schedules for major work to be performed in the area. Appropriate investigation of the Project stakeholders shall be used to develop the goals and objectives to implement the PIP. If applicable, the City shall submit a copy of the PIP to the Director of DTPW for review and concurrence prior to its implementation.

4.8 Construction: The City shall procure the services of a licensed contractor holding an engineering contractor's license to construct the Project. The City may award the contract through any available lawful means, in accordance with Section 255.20, Florida Statutes, which in the City's discretion, affords the most competitive price for construction of the Project and which may include, but is not limited to, bid solicitation, request for proposals, the award of a change order on existing City contract(s), or the extension of unit-prices provided in connection with prior competitive bid awards. Notwithstanding any provision to the contrary, the City shall comply with all applicable County contract compliance and oversight measures relating to the expenditure of County funds, in accordance with Section 6. Prior to the advertisement to solicit a licensed contractor to construct the Project, the City shall contact the County Department of Transportation and Public Works Capital Improvements Section and provide all necessary documentation to ensure this compliance.

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 City as joint obligees. 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 City. The commitment for the expenditures of any contingency funds shall not be made by the City without the prior written approval of the County Department of Transportation and Public Works Director. The County shall respond, in writing, within thirty (30) business days of receiving written requests from the City to approve the commitment of contingency funds. The County agrees that the selection, retention and discharge of such contractor shall be the responsibility of the City.

4.9 Construction Administration and Inspection: The City shall exercise all responsibilities of the owner under the construction contract, including construction administration and inspections. The City 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 Department of Transportation and Public Works Director shall have final authority subsequent to an independent final inspection by the County. The City's designated representative and the County's designated representative shall jointly perform the inspection of the Project which immediately precedes substantial completion. The City shall certify upon completion that the Project has been constructed pursuant to the design plans, specifications and approved change orders.

4.10 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, as may be necessary.

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

4.12 Nondiscrimination: During the performance of this Agreement, the City agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training. By entering into this Agreement, the City attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami- Dade County Resolution No. R-385-95. If the City or any owner, subsidiary or other firm affiliated with or related to the City is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Agreement void. This Agreement shall be void if the City submits a false affidavit pursuant to this Resolution or the City violates the Act or the Resolution during the

term of this Agreement, even if the City was not in violation at the time it submitted its affidavit. The provisions of this section shall be included in any agreement between the City and any consultant and/or contractor performing work on this Project.

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

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

Specifically, the City agrees to abide by the applicable contract measure recommendation(s) established by the County's SBD Division Project Worksheet for the participation of specified business entities and/or trades and for Wage and Workforce requirements, as administered by SBD. The County's web-based Business Management Workforce System (BMWS) shall be utilized to comply with SBE, wage, and workforce programs and Subcontractor reporting requirements

(<http://mdcsbd.gob2g.com>). SBD shall have the right to oversee and perform compliance monitoring, including but not limited to, the right to audit and to require reports and documentation related to the Miami-Dade County Code and Implementing Orders. Failure to comply with the requirements of the executed Agreement by the City, the County will withhold payment in the amount equivalent to the fines which will be assessed against a private contractor.

- 7 INDEMNIFICATION:** To the extent authorized by Florida law, the City hereby agrees to indemnify, defend, save and hold harmless the County to the extent of all the limitations included with Section 768.28, Florida Statutes, from all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of or due to the breach of this Agreement by the City, its agents or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the County for its sole negligence or breach of contract.

To the extent authorized by Florida law, the County hereby agrees to indemnify, defend, save and hold harmless the City to the extent of all the limitations included in Section 768.28, Florida Statutes, from all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of or due to the breach of this Agreement by the County, its agents or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the City for its sole negligence or breach of contract.

- 8. 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.

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 and costs.

10. PUBLIC RECORDS LAWS: As it relates to this Agreement, and any amendments thereto, and other documents related to the Project or Payment, the City and any of its contractors or suppliers, pursuant to Section 119.0701, Florida Statutes, shall:

- i) Keep and maintain public records that ordinarily and necessarily would be required by the County with respect to this Agreement;
- ii) Upon request of from the County's custodian of public records identified herein, provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law;
- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed

except as authorized by law; and

iv) Meet all requirements for retaining public records.

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

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

Miami-Dade County

Department of Transportation and Public Works

701 N.W. 1st Court, 13th Floor

Miami, Florida 33136

Attention: Ekeisha L. Shubrick

Email: ekeisha.shubrick@miamidade.gov

The City shall indemnify the County from and against, any and all third party claims, actions, lawsuits, demands, damages, obligations, liabilities, losses, and judgments, including an obligation to pay a third party’s attorney’s fees incurred in litigation, settlement negotiations, trial, appeal or otherwise, arising out of or related to a claim, action, or lawsuit, against the County for its failure to produce documents, information or details regarding the City’s assertion that records of the City are exempt or confidential in

response to a public records request. For the purposes of this Agreement, “third party” shall mean any person or entity not a party to this Agreement.

11. ENTIRE AGREEMENT, AMENDMENTS: This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms contained herein shall be effective unless set forth in writing in accordance with this section. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Parties. The City Mayor shall act for the City hereunder. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party’s obligations and the certifications hereunder have been duly authorized and that the Agreement is valid and legal agreement binding on such party and enforceable in accordance with its terms.

12. JOINT PREPARATION: The Parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the

preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties from the other.

13. 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.

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

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

To the County:

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

To the City:

Attention: Arturo Ruiz, Director of Administration
City of Hialeah Gardens
10001 NW 87th Avenue
Hialeah Gardens, FL 33016

Intentionally Left Blank

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

ATTEST:

HARVEY RUVIN
CLERK OF THE BOARD

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

BY: _____
Deputy Clerk

BY: _____
County Mayor or County Mayor's Designee

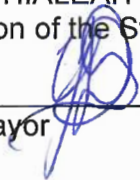
Approved by County Attorney
as to form and legal sufficiency:

Annery Pulgar Alfonso
Assistant County Attorney

ATTEST:

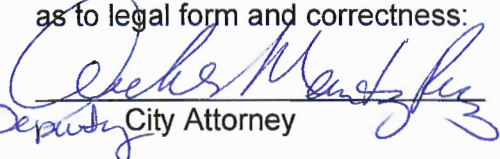
BY: 
City Clerk

CITY OF HIALEAH GARDENS, a municipal
corporation of the State of Florida

BY: 
Mayor

(Affix City Seal)

Approved by City Attorney
as to legal form and correctness:


Deputy City Attorney



Memorandum



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

From: Javier A. Betancourt, Executive Director 

Date: July 29, 2022

Re: **CITT AGENDA ITEM 70:**
RESOLUTION BY THE CITIZENS’ INDEPENDENT TRANSPORTATION TRUST (CITT)
RECOMMENDING THE BOARD OF COUNTY COMMISSIONERS APPROVE AN
INTERLOCAL AGREEMENT BETWEEN THE CITY OF HIALEAH GARDENS AND
MIAMI-DADE COUNTY TO PROVIDE FUNDING IN AN AMOUNT NOT TO EXCEED
\$800,000.00 IN CHARTER COUNTY TRANSPORTATION SURTAX FUNDS FOR
VARIOUS ROAD AND BRIDGE IMPROVEMENT PROJECTS; AUTHORIZING THE
COUNTY MAYOR OR THE COUNTY MAYOR’S DESIGNEE TO EXECUTE THE
INTERLOCAL AGREEMENT AND TO EXERCISE ALL PROVISIONS CONTAINED
THEREIN; AND FURTHER AUTHORIZING THE USE OF CHARTER COUNTY
TRANSPORTATION SURTAX FUNDS FOR THIS PROJECT WHICH IS ELIGIBLE
UNDER THE NEIGHBORHOOD IMPROVEMENTS CATEGORY OF THE ORIGINAL
EXHIBIT 1 OF THE PEOPLE’S TRANSPORTATION PLAN (**BCC CHAIRMAN DIAZ**)
SURTAX FUNDS ARE REQUESTED

On July 28, 2022, the CITT voted (8-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 22-033. The vote was as follows:

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

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

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

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