

MEMORANDUM

Agenda Item No. 5(H)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: July 16, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving, after a public hearing, (1) significant modification to Building Better Communities General Obligation Bond ("Bond") Program Project No. 18 – "Ives Estates District Park" to reduce its allocation from \$12,700,000.00 to \$12,350,000.00, declaring \$350,000.00 surplus funds; and (2) the addition of a new bond Program Project No. 393 – "Miami Gardens Pickleball Courts" to be funded with \$350,000.00 of surplus funds from Project No. 18, all as identified in Appendix A to Resolution No. R-913-04; approving an Interlocal Agreement Between Miami-Dade County and the City of Miami Gardens for the development, use, and maintenance of an outdoor recreational facility on County-owned property located at 20722 NW 32 Avenue, Miami Gardens, Florida funded with Bond Program Project No. 393 proceeds for a term of five years with two, five-year renewal options; waiving by a two-thirds vote of Board members present Bond Program Advisory Committee review to approve use of surplus funds for addition of new Project No. 393; and authorizing the County Mayor to execute the agreement on behalf of the County and to exercise any and all rights contained therein

Resolution No. R-651-24

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Chairman Oliver G. Gilbert, III.


Geri Bonzon-Keenan
County Attorney

GBK/uw

MDC001



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: July 16, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 5(H)

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. 5(H)
7-16-24

RESOLUTION NO. _____ R-651-24

RESOLUTION APPROVING, AFTER A PUBLIC HEARING, (1) SIGNIFICANT MODIFICATION TO BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND (“BOND”) PROGRAM PROJECT NO. 18 – “IVES ESTATES DISTRICT PARK” TO REDUCE ITS ALLOCATION FROM \$12,700,000.00 TO \$12,350,000.00, DECLARING \$350,000.00 SURPLUS FUNDS; AND (2) THE ADDITION OF A NEW BOND PROGRAM PROJECT NO. 393 – “MIAMI GARDENS PICKLEBALL COURTS” TO BE FUNDED WITH \$350,000.00 OF SURPLUS FUNDS FROM PROJECT NO. 18, ALL AS IDENTIFIED IN APPENDIX A TO RESOLUTION NO. R-913-04; APPROVING AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI GARDENS FOR THE DEVELOPMENT, USE, AND MAINTENANCE OF AN OUTDOOR RECREATIONAL FACILITY ON COUNTY-OWNED PROPERTY LOCATED AT 20722 NW 32 AVENUE, MIAMI GARDENS, FLORIDA FUNDED WITH BOND PROGRAM PROJECT NO. 393 PROCEEDS FOR A TERM OF FIVE YEARS WITH TWO, FIVE-YEAR RENEWAL OPTIONS; WAIVING BY A TWO-THIRDS VOTE OF BOARD MEMBERS PRESENT BOND PROGRAM ADVISORY COMMITTEE REVIEW TO APPROVE USE OF SURPLUS FUNDS FOR ADDITION OF NEW PROJECT NO. 393; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY AND TO EXERCISE ANY AND ALL RIGHTS CONTAINED THEREIN

WHEREAS, Miami-Dade County owns a vacant parcel of land located at 20722 NW 32 Avenue, Miami Gardens, Florida, identified by Folio No. 34-1133-007-1801 (the “Property”); and

WHEREAS, the Property has been circulated among County departments and the County does not need the Property; and

WHEREAS, the City of Miami Gardens (the “City”) desires to use the Property to develop, use and maintain an outdoor recreational facility, namely pickleball courts; and

WHEREAS, the County and the City have agreed to enter into the Interlocal Agreement attached as Exhibit 1 pursuant to section 163.01 of the Florida Statutes in order to allow the City to develop, use, and maintain the Property; and

WHEREAS, pursuant to Resolution No. R-913-04 (the “Park Facilities Resolution”), the voters of Miami-Dade County approved the issuance of general obligation bonds in a principal amount not to exceed \$680,258,000.00 to construct and improve neighborhood and regional parks and other recreational areas to include athletic fields and gymnasiums, courts, pools, playgrounds, marinas, restore beaches and the preservation of endangered lands; and

WHEREAS, Appendix A to the Park Facilities Resolution lists projects eligible for funding from the Building Better Communities General Obligation Bond (“Bond”) Program by project number, municipal project location, Commission district, project name, project description, street address, and allocation; and

WHEREAS, one of the projects listed in Appendix A to the Park Facilities Resolution is Bond Program Project No. 18 – “Ives Estates District Park,” with a municipal project location of UMSA, located in District 1, with a street address of 20901 NE 16 Avenue, and a project description as follows: “Area-wide park improvements including building construction, athletic fields, maintenance facility, vehicle and pedestrian circulation, landscaping and picnic area” (“Project No. 18”); and

WHEREAS, the Board wishes to reduce the allocation of Bond Program funds to Bond Program Project No. 18 by \$350,000.00, declare such funds to be surplus funds, and add a new project, Bond Program No. 393 – “Miami Gardens Pickleball Courts” to Appendix A to the Park Facilities Resolution with a municipal project location of “Miami Gardens,” a Commission District location of District 1, a street address of 20722 NW 32 Avenue, Miami Gardens, Florida, an

allocation of \$350,000.00 to be funded with surplus funds from Bond Program Project No. 18, and a project description as follows: “Develop, design, construct, expand and perform any necessary renovations, upgrades, or expansions to create Pickleball Courts in the City of Miami Gardens”; and

WHEREAS, the use of surplus funds from Bond Program Project No. 18 and the addition of new Bond Program Project No. 393 have not been presented to the Bond Program’s Citizens’ Advisory Committee (“CAC”), and, accordingly and pursuant to Ordinance No. 23-92, the Board desires to waive, by a two-thirds vote of members present, the requirement that the CAC consider and advise the Board on the use of surplus funds or unspent allocations from the Bond Program; and

WHEREAS, this Board finds that the development of this outdoor recreational facility will promote community interest and welfare,

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

Section 1. Incorporates and approves the foregoing recitals as if fully set forth herein.

Section 2. This Board, after a public hearing, approves the significant modification of Bond Program Project No. 18 – “Ives Estates District Park” identified in Appendix A to the Park Facilities Resolution to reduce its current allocation of \$12,700,000.00 to \$12,350,000.00 and thereby declaring \$350,000.00 as surplus funds.

Section 3. This Board, after a public hearing, approves the addition of new Bond Program Project No. 393 – “Miami Gardens Pickleball Courts” to Appendix A to the Park Facilities Resolution, with a municipal project location of Miami Gardens, located in Commission District 1, a street address of 20722 NW 32 Avenue, an allocation of \$350,000.00 and a project

description as follows: “Develop, design, construct, expand and perform any necessary renovations, upgrades, or expansions to create Pickleball Courts in the City of Miami Gardens.”

Section 4. This Board approves the Interlocal Agreement between Miami-Dade County and the City of Miami Gardens, substantially in the form attached as Exhibit 1, for the development, use, and maintenance of an outdoor recreational facility and authorizes the County Mayor or County Mayor’s designee to execute the agreement on behalf of the County and exercise any and all rights contained therein.

Section 5. This Board waives, by a two-thirds vote of members present, the requirement that the CAC consider and advise the Board on the use of surplus funds or unspent allocations from the Bond Program with respect to the allocation or surplus funds to Bond Program Project No. 393 using surplus funds from Bond Program Project No. 18.

The Prime Sponsor of the foregoing resolution is Chairman Oliver G. Gilbert III. It was offered by Commissioner **Oliver G. Gilbert, III** , who moved its adoption. The motion was seconded by Commissioner **Marleine Bastien** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	absent	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 16th day of July, 2024. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

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

Juliette R. Antoine
Lauren E. Morse

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

This Interlocal Agreement (“Agreement”) is entered into by and between Miami-Dade County (“COUNTY”), a political subdivision of the State of Florida, and the City of Miami Gardens, Florida (“CITY”), a Florida municipal corporation, on the _____ day of _____ 2024 pursuant to Resolution _____ passed and adopted by the Miami-Dade Board of County Commissioners on the ____ day of _____, 2024, and pursuant to Resolution No. __, passed and adopted by the CITY on the __ day of _____, 2024, for the development, use, and maintenance of the property located at 20722 NW 32 Avenue (“the Property”) as legally described in Exhibit 1 as an outdoor recreational facility.

WITNESSETH:

WHEREAS, the COUNTY owns the vacant property at 20722 NW 32 Avenue, identified by Folio Number 34-1133-007-1801; and

WHEREAS, the CITY has requested the use of the Property for the purpose of developing, using, and maintaining an outdoor recreational facility, namely pickleball courts; and

WHEREAS, the COUNTY, in the interest of increasing public access to outdoor recreational facilities, desires to allow the CITY to develop, use, and maintain the Property; and

WHEREAS, the COUNTY, pursuant to provisions of the Recreation and Open Space Element of the Comprehensive Development Master Plan (Objective ROS-IC), can provide local recreation open space to municipalities through an interlocal agreement; and

WHEREAS, Section 163.01, Florida Statutes, the “Florida Interlocal Cooperation Act of 1969,” authorizes local government units to enter into Interlocal agreements for the mutual benefit of said governmental units; and

WHEREAS, Sections 166.021 and 125.01, Florida Statutes, authorize the County and the City to exercise any power for municipal purposes, except when expressly prohibited by law,

NOW, THEREFORE, in consideration of the terms and conditions, promises and covenants hereinafter set forth, the parties agree as follows for the development, use and maintenance of the Property as defined by Exhibit “1” and as further set forth herein.

1. Recitals, Findings and Purpose.

The recitals and findings set forth above are hereby adopted by reference and incorporated herein as if fully set forth in this section.

The purpose of this Agreement is to memorialize the agreement between the parties regarding the use, maintenance, and improvement of the Property, as defined and depicted in Exhibit “1” which is incorporated herein by reference and the construction of outdoor recreational facilities constituting pickleball courts on the Property (the “Project”).

2. CITY agrees to the following:

- a. CITY will, at its own cost and expense, maintain an adequate standard for grounds maintenance, facility maintenance, and security for facilities and structures located on the Property;
- b. CITY, at its own cost and expense, will provide security for the Property to consist, minimally, of City of Miami Gardens Park and Recreation Department staff surveillance during the day and City of Miami Gardens Police Department patrol during the evening.
- c. CITY shall be responsible for providing landscape maintenance and facility maintenance services to the Property.
- d. CITY will complete the construction of the Project, inclusive of CITY bidding, Project management, construction supervision and Project close out. The CITY has agreed to design and permit the improvements at no cost to the COUNTY.

3. COUNTY and CITY agree to the following:

- a. The pickleball courts shall be available for use from sunrise to sunset. The City may reasonably restrict such hours to a shorter time period between sunrise and sunset and shall post such hours to inform the general public.
- b. The County and City acknowledge that current plans do not include outdoor lighting or use of the pickleball courts after sunset. This Agreement may be amended in the future to allow construction of lighting and extend the time when the pickleball courts are available consistent with Paragraph 11 of this Agreement.
- c. Members of the public using the pickleball courts may access spillover parking at Buccaneer Park, located at 3100 NW 207th St, Miami Gardens, FL 33056. The restroom facilities at Buccaneer Park shall also be available to users of the pickleball courts.
- d. CITY shall be responsible to secure and lock any storage facilities when not in use.
- e. CITY will not park any CITY vehicles overnight or store any property on any part of the Property.
- f. CITY shall separately meter (or cause to be metered) and pay for all utilities on the Property at its sole cost and expense. All utility modifications and payments shall commence at the execution of this Agreement.
- g. CITY shall maintain and use the Property as a public outdoor recreational facility and shall use, maintain and keep the Property open, along with all improvements contained therein, for the use, enjoyment and recreation of all members of the public, whether or not such users are CITY residents.
- h. CITY shall not discriminate against non-CITY residents in program registration, in pricing, in registration or reservation priorities or in any other policies as they relate to the use and operation of the outdoor recreational facility.

4. Term

- a. The term of the Agreement shall be five (5) years, commencing upon execution of this Agreement by the CITY and COUNTY.
- b. CITY may request, in writing, no earlier than one-hundred and eighty (180) days in advance of the applicable expiration date, the renewal of this Interlocal Agreement for up to two (2) additional five-year option terms, which may be approved at the sole discretion of the COUNTY.

5. Payment

- a. CITY shall be responsible for any excess costs to complete the Project, as designed and permitted by the City, that is more than the \$350,000.00 of Building Better Communities General Obligation Bond ("Bond") Program Project No. [393] funds that have been allocated by the County to fund the Project, inclusive of CITY bidding, Project management, construction supervision and Project close out.
- b. As previously stated herein, CITY will assume the costs to maintain existing and proposed landscape and facilities during the term of the Agreement.
- c. Further, CITY shall provide evidence of such funding to the County Mayor or designee in a CITY resolution authorizing the CITY to enter into an Agreement expressly for such purposes, prior to the execution of this Agreement.

6. Construction of Additional Improvements

- a. Prior to the commencement of any additional construction by the CITY with a cost of \$200,000 or more, the CITY or its contractor shall furnish the COUNTY with a Section 255.05, Florida Statutes, statutory payment and performance bonds, as described herein, approved by the COUNTY, which approval shall not be unreasonably withheld. The bond shall be that of a responsible surety company qualified under the terms of the Agreement, licensed to do business in Florida, in amounts not less than the cost of work, as determined by the COUNTY and shall remain in effect until the entire cost of the CITY's work shall have been paid in full. The bonds shall provide the following, without limitation:
 - i. That a payment bond in an amount not less than the cost of construction of CITY's work is obtained that is conditioned to secure the completion of CITY's work free from all liens and claims of contractors, subcontractors, mechanics, laborers and material; and
 - ii. That a performance bond in an amount not less than the cost of construction of CITY's work is obtained that insures that the construction work shall be completed by the CITY, the general contractor or, on their default, the surety.

If the construction work to be performed by the CITY has a construction cost of less than \$200,000 and the CITY elects not to obtain a statutory payment and

performance bond for such work, then the CITY agrees to perform such work by strictly following the procedures set out in Rule 60D-5.0041(2) of the Florida Administrative Code. In the event that a contractor, subcontractor, materialman, laborer, and/or supplier on a project undertaken by the CITY make a claim or demand against the COUNTY arising from its work on such project, the CITY agrees to defend and indemnify the COUNTY against such claim or demand.

- b. Prior to the commencement of construction, the CITY shall cause its contractor to provide an original policy for Builders Risk/Installation Floater on an "All Risk" basis in an amount not less than the estimated replacement value at the time of completion of new buildings, structures, additions, improvements, alterations, repairs, machinery or equipment. The policy shall be in the name of Miami-Dade County as primary beneficiary and the Contractor as their interests may appear. This insurance is to be maintained until final completion of the work, as determined by the Parks, Recreation, and Open Spaces Department.
- c. All construction work must meet or exceed requirements of applicable building codes in effect. During construction the CITY shall retain all responsibility for securing the construction site. The CITY shall be solely responsible for payment of all project cost and any cost overruns. The CITY shall be solely responsible for overseeing the construction project from permitting through final completion.
- d. The CITY agrees to perform the construction work as provided herein, in compliance with all applicable local, State, and Federal laws, including but not limited to Section 255.20 of the Florida Statutes.

7. Indemnification

- a. The COUNTY shall indemnify and hold CITY and its officers, employees, agents and instrumentalities harmless from any and all liability, losses, damages, including attorney's fees and costs of defense, which CITY may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the COUNTY and COUNTY shall defend the CITY, including any and all appellate actions, in any such actions or proceedings whether in the name of the CITY or otherwise. Provided, however, the indemnification contained herein shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of the Statute whereby the COUNTY shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment or portions thereof, which when totaled with all other claims or judgments paid by the COUNTY arising out of the same incident or occurrence, exceeds the sum of \$300,000, from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the COUNTY. However, nothing herein shall be deemed to indemnify the CITY from any liability or claim arising out of the negligent performance or failure of performance of the CITY or any unrelated third party.
- b. The CITY shall indemnify and hold COUNTY and its officers, employees, agents and instrumentalities harmless from any and all liability, losses, damages, including attorney's fees and costs of defense, which COUNTY may incur as a result of claims,

demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the CITY and CITY shall defend the COUNTY, including any and all appellate actions, in any such actions or proceedings whether in the name of the COUNTY or otherwise. Provided, however, the indemnification contained herein shall only be to the extent and within the limitations of Section 768.28 Florida Statutes subject to the provisions of the Statute whereby the CITY shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment or portions thereof, which when totaled with all other claims or judgments paid by the CITY arising out of the same incident or occurrence, exceeds the sum of \$300,000, from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the CITY. However, nothing herein shall be deemed to indemnify the COUNTY from any liability or claim arising out of the negligent performance or failure of performance of the COUNTY or any unrelated third party.

8. Insurance

- a. Should CITY hire a contractor to undertake further improvements, the landscape maintenance, facility maintenance or security required pursuant to this Agreement, or contract to undertake programming and events by a contractor, CITY or contractor shall submit to COUNTY copies of its required insurance coverage and specifically provide that COUNTY (defined to mean the county, its officers, agents, employees, volunteers and representatives) as an additional insured or additional named insured with respect to the required coverage and the operations of contractor.
- b. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the contract and extension there under is in effect. CITY and Contractor shall not continue to complete the improvements or perform under the terms of this Agreement unless all required insurance remains in full force and effect.
- c. CITY shall require Contractor to procure and maintain at its own expense, and keep in effect during the full term of the Agreement, a policy or policies of insurance which must include the following coverages and minimum limits of liability.
 1. Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of one hundred thousand dollars (\$100,000.00) per accident. Contractor shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.
 2. Comprehensive General Liability (occurrence form) with the following limits of liability with no restrictive endorsements:

\$500,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

1. Premises and Operations;
 2. Independent Contractors;
 3. Product and Completed Operations Liability;
 4. Broad Form Property Damage; and
 5. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.
3. Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles uses in connection with the Agreement in an amount not less than \$500,000 combined single limit for bodily injury and property damage.
- d. COUNTY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect CITY's or Contractor's interest or liabilities, but are merely minimum requirements established pursuant to this Agreement.
 - e. Insurance companies selected by the Contractor must be acceptable to COUNTY. All of the policies of insurance required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) days written notice has been given to the COUNTY and to the CITY.
 - f. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.
 - g. Any Contractor retained by the CITY to perform work at the subject property shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against the COUNTY for payment or assessments in any form on any policy of insurance.
 - h. COUNTY shall provide written notice of the occurrence to CITY of any possible insurable claim or event within fifteen (15) working days of COUNTY'S actual notice of such a claim or event.
 - i. Violation of the terms of this Section and its sub-parts shall constitute a breach of the Agreement, and COUNTY, in its sole discretion may cancel the Agreement, and all rights, title and interest of the CITY in this Agreement shall thereupon cease and terminate, subject to the provisions of the Default and Cancellation Paragraph.

9. Termination

- a. Either party may terminate this Agreement with or without cause at any time for convenience upon one hundred eighty (180) days' prior written notice to the other party.

10. Default and Cancellation

- a. If the CITY in any manner violates the covenants and conditions of this Agreement for any other reason that would place the CITY in default, and does not correct the violation within thirty (30) days after receiving written notification from the COUNTY or has not provided the COUNTY with a written response within thirty (30) days after receiving said written notification indicating the status of why the CITY cannot correct the violation within thirty (30), then this Interlocal Agreement may, at the option of the COUNTY, and upon ten (10) days additional written notice to CITY, be cancelled forthwith without payment or compensation to CITY.
- b. If the COUNTY in any manner violates the covenants and conditions of this Agreement for any other reason that would place the COUNTY in default, and does not correct the violation within thirty (30) days after receiving written notification from the CITY or has not provided the CITY with a written response within thirty (30) days after receiving said written notification indicating the status of why the COUNTY cannot correct the violation within thirty (30), then this Interlocal Agreement may, at the option of the CITY, and upon ten (10) days additional written notice to COUNTY, be cancelled forthwith without payment or compensation to COUNTY.
- c. In the event of cancellation of this Agreement as herein provided, the CITY shall remove all of its personal property and discontinue its use of the facilities located within Exhibit 1.

11. Amendments

- a. The County Mayor or County Mayor's designee shall be the party designated by the COUNTY and the City Manager or City Manager's designee shall be the party designated by the CITY to grant or deny all approvals required by this Interlocal Agreement, to amend this Interlocal Agreement, or to terminate this Interlocal Agreement.

12. Notices

- a. All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given herein provided. Notice shall be deemed given on the day on which personally delivered; or if by U.S. Mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

To Miami-Dade County:
Internal Services Department
Director
111 NW 1st Street, 23rd Floor
Miami, Florida 33128

13. Miscellaneous :

- a. This Agreement shall be construed and enforced according to the laws of the State of Florida. The parties hereto agree that venue for all federal, state and local matters, if any, arising under this Agreement shall be in the applicable respective federal, state, and/or local courts located in Miami-Dade County, Florida. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, subject to F.S. 768.28(18), the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction. The parties irrevocably waive any rights to a jury trial. Each party shall pay its own costs and attorney's fees.
- b. Title and paragraph headings are for convenient references and are not a part of this Agreement.
- c. Should any provision, paragraph, sentence, word, or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida or the City of Miami, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or not modifiable, then the same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.
- d. No waiver or breach of any provision of this Agreement shall constitute a waiver of any other breach or of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- e. The Agreement constitutes the sole and entire agreement between the parties hereto relating to the subject matter hereof and correctly sets forth the rights, duties, and obligations of each to the other as of its date. Any prior promises, negotiations, or representations not expressly set forth in this Agreement, including the Attachments hereto, are of no force and effect. No modification to, supplement of, deletion from, amendment or addition to this Agreement shall be valid unless in writing and executed by the properly authorized representatives of the parties hereto.
- f. The officials executing this Agreement warrant and represent that they are authorized by their respective agency to enter into a binding agreement.

IN WITNESS WHEREOF, Miami-Dade County and the City of Miami Gardens, have caused these presents to be executed in their respective names, by proper officials, the day and year first above written.

Attest:

**CITY OF MIAMI GARDENS,
FLORIDA**, a political subdivision of the
State of Florida

By: _____

City Mayor

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this _____ day of _____
2024, by _____ who is personally known and who being duly sworn,
deposes and says that the aforementioned is true and correct to his or her best knowledge.

[SEAL]

Notary Public: _____

Commission:

Attest:

**MIAMI-DADE COUNTY,
FLORIDA**, a political subdivision of the
State of Florida

By: _____

County Mayor

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this _____ day of _____
2024, by _____, respectively, of the Miami-Dade County, Florida, who is
personally known and who being duly sworn, depose and say that the aforementioned is true and correct to
their best knowledge.

[SEAL]

Notary Public: _____

Commission:

County Attorney review for Legal sufficiency

County Clerk